Exhibit 3
Scope of Work

		1 4 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8
Compactor initial inspection	inclusive of initial freguesian roll-on, documentation, works ander generation	Performal work needed for a full attendment of the property aspert the guidelines of the STEP Program.
hiteriol Debris, Remove to Street Right of Way	Includés: House labor rate for a démolition, laborer.	Removal of any personal property andobris not poverted by brillow line items. Dr. Furneshings
Extense Debrui, Remove to Street Right of Way femoval of debris obstructing access or egiess of the building. Ex inger anost, Collaboral	Notifyl libo i zite for a demalsten felterer.	Recoval of white observating access of opies of the building tic vegetation, Colleges
Dehumid/fier (500 Scuare Feet)	Includes: Supply and lestels a dehanddiffer unit with built-in pump, 135v, 15 impt, 70 pints per 24 hours.	Supply and install a dehumidilier to dry out toward quase.
Clean and Sanitire	lectudes: Clean, a witine and apply mold control to interior of residence with the und of disinfectants, and fungicide	Clean, sandrias, and apply mold control to extrato- and trainfor or replantas.
Past Control	Apply pest control treasment for houses exputigating flood related pest Issues (fuseurs and redents).	regication of appropriate post control spray or other substance. Lo thater the boute.
Gas Line Replacement - In series	Technies: Evaluate existing gas line and replace domaged or reusing gas line as per code.	nowder the replacement of damaged or making gas interfound in home.
Sink, Bathroom, Re-Install	Included: Latter cost to disconnect and detach a shikfacor, move to an adjacent room for storage, and winstall at a later place.	Detach and the extent both reportion and barell located costs and operable at three of frepection.
Sirá, Bathradro, New	Incircles: Labor con to discorrect and detacts a Jirk, foocel and p-top, discard and install new fish, forces long p-top, Sirk shall be interpretable; 2 GEPA (Jacor) (no lor efficient) and PVC p-trap. For vally style cabinets use 24 3/27, two disor vacadeathirtom variety, available entail color.	Replate sink and base cabinetal exercisery. Example may include a stand alone base or or venity object cabinets with sink.
3'nk, Erither, Re-Install	Includes: Labor cost to disconnect a single or double bowl sink, and fauces from surphy lines and picrop, more to an adjacent foom for storage, and referstaling a facor time.	Reinstall littehen sink of located onsee and operate at time of the size widt.
Slok, Steben, How	Inchedus: Labor cost to disconnect a single or double bowl sale and fayers from substylines and o bisp, detach and discised install new markets, meet polished finish 32 %" x 1811" s R 1/6"Dombi.	Replace base cabinets with standard scalables str sink and faures: Provide Bright bowl stok.
Tolles and Earls, Open and Hernstall	includes: Labor con so disconnect and detach a solet, move to an adjocent room for storage, and reinstall at a later time. Sinks storage supplyrew was ring, brain	Labor rost to disconvent and distack a soliet, no to an adjacent room for storage, and relessal at later time.
Ecolot i: and Yamidpoore)	uation cost for services and to discard existing toiled toint, Supply and lexist new view ring, sit remail chine toiles 1.6 gallons per Hunh and toiles must with accessores	Labor cost to diamanents and distach a tolics. Lab cost to remove and to ablead, husbill new tolet and tank as specified.
Shawer Sail & Fiberglass, Replace,	For Special Needs Stantisms, includes: Shower, drain set, and installation laber, Cabor cost to remove and de an existing shower unit and relintal if scated craits and speciable.	Reinzraß shower with rod and surfain if located privile and opecable at the time of the site with.
Stover Staf Fiberghas, New	Fee Social Needs Studious, included New Shower stall, drain set, and installation labor, Labor cost to remove existing shower unit and to ritural in a jos-site.	Regisce with new unit: Bod and curtain inclused no doors.
Shawer Stad Finerglass, Replace	includes: Labor cost to remove and clean existing abover/full- unit and relicibili if located ossite and operatile. Tub and thower combination, drains,	Revistal tub/shaver if located oninte and operal at these of the site visit.
Snower Staff Fibergiasa, New	Includes: Labor cost to remove a tub and shower combination on translate ducted in a job-site waste incept ack Provide nemerator's 3.1.325's 74.25', tour-pieco Tonque and Groove Tub. Wat in White.	deplace (Un) thouse with new unit
Water Heeler, Impect and Test, Return to Service	Includes: Labor cost to inspirat water feater and retains to service	inspect and test water heater where visible sign of locals submerged art observed, and resures to service.
Water Healer, Inspect a militiest, Repair	Textudes: Labor cost to Impect water heater and repoir minor damage. Excludes any replacement.	Propert and test uniter heater where visible sign of being exhresped are bisorved, and wools.
Water/1001er, Lispect and Yest, Replace; 40 Galleri Man.	Includes: Labor cost to remove awater heaser and discard. Sapply new gastor idectife water heater, In- Line Itali value for tubing, presons and at valve, two flexible supply lines, and installation labor.	Replacement of water heater If found to be inoperable during inspection.
Vanit or Supply, De contravel parts	lacked est Laboratory ête, surface tiest swith or wolfer test let, and labor to take a sample and mast to the lisb.	Decintarrenation of water supply if found to be compromised by surface water
finit off Clastern with Preferrated System	treducts removal of damaged citizen and replacement of a AD gallons tank, UV protected, FDA approved resis, 15 gallons trackporpresentates presumpting tank, 1/2 ## purits with Middle ASF approved. Actuate 30 feet 1/4" dis spec feeding Reefforestellor (III).	includes remove it of demagnifications with granulated system and replacement of unit to

_=	includes removal of damaged distern and replacement of a 400	
Cistern Installation; gravity-fed	indunes removal of damaged distent and cepturement of a 400 gallons tank, LV protected, FDA opproved resis, assume 30 foct of 172" dia cope, scoply lines, street waive and gate valve. Assume 30 feet 3/4" dia copy feeding kineful exterior use).	Includes removal of damaged (gravity-fed) cisted and replacement of unit as specified.
Sewer ⊔ne, Auger	Includes: Sewerline auger and Tation to perform clean-out.	Snake any diagged drains or tolers found during site assessment,
Sevrage Ejextor Pump, replace	Includes: Sewage ejector pump and Installation labor, 170 GPM, 3/4 HP, 115V, UL muter.	Replacement of sewage ejector guing it found at inoperable during faspection.
Repair and/or Replace Cistern Pump	1/2 IIP pump with bladder NSF-approved	This is a cottlen of the repair or resistance -
Repair and/or Replace Ostern Pressure Tank	15 gailtons hydropneumatics pressurbing tank	This is a position of the manie or replacement was associated with a cistern with presswited preta-
Replace Holding Tank for Cistern	Make resisting datern sank insperable by removing or plugging ploing. Install new 400 gallon tank as done as possible to the existing location. 400 gallons tank. UV protected, FDA approved resio.	This is a sortion of the copak or reolacement was social with a cintern with pressorted system.
install new piping as needed for cistern	3/4" dia cove feeding line(for exterior use)	This is a position of the coast or regiscoment to execute with a claim with pressurize discri-
Collection feed system to Tank	This includes repair and/or replace of gutter, downspout, and other collection system leading to the cistern	This is a portion of the sepals or replacement was accordanced with a sistence with pressuring system.
Replace Holding Tank for Ostern	Make existing cistern tank inoperable by removing or plugging picing. Install new 400 gallion tank as close as possible to the existing location. 400 gallions tank, UV protected, FDA approved resin.	This is a sortion of the registror replacement with accordance with a cistern with provide system
Install new piping as needed for cistern	1/2" dia. Spic for interior ute and 3/4" dis covc feeding line for exterior use.	This is a portion of the reasily or replacement was associated with a cistern with gravity system
Eollection feed system to Tank	this includes repost and/or replace of gutter, downspout, and other collection system leading to the cistern	This is a section of the music or mulai ement w associated with a claim with gravity system.
Sower tine, Replace	if auturing reveals that the line has been damaged and is no imager operational, excavate remove replace and backflit sufficient new line to make the line operational.	Pipe lining and pipe bursting may be used in Re- complete impacement. Costs will be paid based linear foot of pipe lined or burst.
Refrigerator, <u>9.7</u> CUFT	includes: Supply and install \$27 GUFF Compact Religerator, 110 170v., 100-400 watts, Colon available mild color	Replace appliance of current appliance is no long functioning.
Free Standing Gas Range 4 burner and oven	ancludes: up to 30m, 4.8 cu. Ft. oven free standing gas rauge, prop interconversion gas book up.	Seplace appliance if current appliance is no non- functioning 10° size unless greater is needed fit existing coope, Flat Inp range is acceptable.
Free Standing Electric Range 6 burner and oven	undudes: ug to 30m. d.B.cu. Ft. oven free standing electric range, \$20/2004, 2100-2150W.	Replace appliance if current appliance is no ion functioning. 10° site unless smaller it needed fit estating space. Flat sop range is acceptable.
Counteriop Microwave	Indudes: Countertop Microwave <u>0.9</u> CU FT <u>or larget</u> , 110/130V,700-900W,	Replace appliance if current appliance is no lon- functioning.
Electrical System, Inspect and Test	Includes: Minemum charge to perform electrical repairs. Kontractor shall werlly the grounding six tem. The electrical system shall have continuity and comply with MFPA 72. All conditits shall be in PVC	Intermittent electrical outage observed by impertor or homeowner. Ext Pickering lights or appliances are observed during size Valt.
Electrical Receptacles and Switches, Replace	Includes: Labor tost to remove outlet and face cover and to obscard toright of way of street. Supply now Tamper Resistant outlet, plastic cover, and installation labor. Tampered existant Duples.	Replacement of electrical outlet per room as needed.
Tenninate Electrical Receptacle and cover	includes: Supply Plastic tover and installation labor, Labor core to terminate power supply to unused duties and place a cover over the outies.	Marment for termination of any unused Inoper outlets.
Electrical GFC Receptade, Repute	Includes: Supply Standard ground fault interrupter outlet, plastic cover, and installation labor. Labor cost to remove a standard ground fault interrupter outlet and cover and to discard to right of way of street. GFC Self-Test 15A-125V Weather Resistant Ouplex Receptacle	Replacement of GFO exectrical receptable when GFF outlier is inoperable.
Electrical 270 volt Receptacle, Reptage	includes: Supply Outlet, cover, and Bistallation labor. Labor cost to remove outlet and cover and remove to right of way of above.  Outlet: Three condustor 220 voit outlet. 3 wire 50 A7 740v Gioundry, straight blade, Ikah mount. Single Nema 6 120x 20x 740v 120x 20x 740v 120x	Replacement of 230V electrical receptacle when 220V elettet's inoperable. Ex: Oner, Window w
Electrical Main Panel, Clean and Repair	Includes: Cleaning and repair of on site electrical panel	Gearing of electrical main point where water is observed, and repair if troublestitisting is resurred.

		10 THU ST 10 THU ST
Electrical Main Breakers, 100/200 Amp, Replace per effecti	includes: Lation cost to remove a 100/200 amp panel board and to discard itoright of way of street. Supply and install new panel board (can, breakers, and covert, 240V 1 phase -2 poles Quarry. Single phase, 120/240 volt. 100/200 amp.	Replacement of 200 amp breakers if found to be Inoperable during Inspection.
Flectrical Auxiliary Paner, Replace	neludes, tabur cost to remove main disconnect citeuit brasker and discard to right of way of street and replace existing with similar	Replacement of electrical auxiliary panel if found to be inoperable during inspection.
Electrical Circuit Brasker, 7 Pole, 3-wire, 240 V Replace	ncludes: Labiar cost to remove a straig breaker and to discard to right of war of street. Supply and install circuit breaker Costing: 2 Fole, 3 wire; 240 V	Replacement of 2 pole electrical discult breaker if found to be poperable during Inspection;
Electrical Circuit Breaker, GFCS, Replace	includes: Labor cost to remove a ground-finds clicult interruptive and to discard to right of way of street. Supply and establiness Ground-fault except-interruptor breaker. Quality: 120 volt; 28smpc.	Replacement of GFI electrical circuit breaker if found to be inoperable during inspection.
Electrical Disaponnect Box, replace	Includes: Labor to down and repair electrical disconnect box.	Removal and replacement of electrical discornect
Carbon Monopide (CO) Alarm, Hardwired, Replace	Includes; Labor to remove carbon monoside alarm, and to discard to right of way of street. Replace by new Carbon Monovide (CO) Alarm, Mardwied with battery backing interconnoctable, Connect to a 1909 existing circuit.	Replace any carbon monoride alarms, hardwired, where found to be inoperable.
Carbon Monoxice (CO) Harm, Barbay-Operated, Replace	includes: Labor to remove Extron monouse alarm and to discard to right of way of street. Supply and insull new Carbon Manusde (CCI) alarm, Battery. Obsersed. 10 year Influm battery.	Replace any carbon monoside alarmo, Battery- Operated, where found to be Properable
Smoke Alarm, Nardwired with Bottery Backup, Replace	Includes' Labor to remove smoke altern and to distand to right of way of street. Smake Alarm, Hardwings with battery backup, dual photoelectics and lonization, Connect to a new 120V dedicated circuit.	lteplace any smoke alarin where found to be insperable
Smoke Alaim, Battery- Operated, Replace	includes: Labor cost to remove a smoke alorm and remove to sight of way of street. Battery-operated smoke starm and installation labor. 10-year lithium battery.	Replace any smoke alarm where found to be inoperable
Plastic plate covers for electrical boxes	All alectrical ecceptacies and electrical switches in the home must have plastic covers. Where there is no cover present or cover is badly broken so that it does not shield from potential electrical shock, provide it.	Provide and install plastic plate covers for all recognacies and switches in the house,
Coding for, replace	Includes: one complete carling fan Julyinssalled. Mard-wived AC fan, multi-speed (minimum 3), medmum law RPAS 50, maximum high RPM 225, Diameter of blades high of tiol 42° (can be less down to 35° if homeowner request or space limitations so dictate), finergistar complant.	install with blades minimum 7.5 feet above the floor and minimum dearance from blades to any obstruction of 6.7. If clorantes cannot be met, request clarification. Controls may be wall- mounted, remote, or pull chain.
Celfing fan with light थी, replace	ireduces: one complete celling fan wich light hit fully installed. Itard-wired AC fan, multi-speed (minimum 3), minimum low RPM 50, maximum high RPM 225, Dameter of blades (trip to 19) 42" fan he fess down to 35" if homeowner roques or types limitations so decrate). Energystar compliant, Light hit to so integral or specifically manufactured for use with the celling fan make and model. Lightto be comparable to two 60-wall builbs.	install with blades minimum 7.5 Feet above the foor and minimum clearance from blades to any obstruction of 67. Minimum melearance of fight to be 6.75 above the floor. If clearances cannot be met, request clarification. Controls may be waitmounted, remote, or pull chain.
Plysic puba covers for electrical bases	All electrical energracies and electrical switches in the hume must love passite covers. Where there is no cover previous or cover is body broken so that it does not shield from potential electrical shorts, provide it.	Provide and install plasts: place covers for all receptacles and switches in the house.
tlandicap Ramp	Includes: Labor and materials to replace handway ramp, landway, stales, and guartrial. Quality: Frested lamber and ramp up to 4" wide. Comply with the UFAS (Uniform Federal Accessibility).	Replace nandicap ranip, landing, stairs, and guardraft
access Parch Repair	Includes: Labor cost to remove deta trianking and haul to trees right of way. Supply and install 2-6 fumber and nails to regale porch. Quality: Pressure-treated 5-P F82 prime	Minor repair for any ponch items essential to agree pathway from the nome,
Framing Rooms	Ircludes: Estends/Interiot/Fluor/Stair/Door/windowsystems routs-carpentry balloon framing/boording for miscellaneous	I unit of hymine create equals:  1) Partial infill of one doorway to revise operains for a smaller door  2) partial infill of a window to make executing for a mailtening and one of the state of as mailtening and one of the state of as mailtening and the state of the state of the transition  1) Sixtening as mayined to make roof or wall, topain; see openic (where a charing)
Pywdod and sheathing	Provide and install plywood shoring up to 3/4" thickness to match suisbing. Can be used for sub-floor and root streathing.	Thickness varies to match existing surface.
Exterior Door Repair and Re-Mang	All work necessary to repair existing door frame and te-hang existing door including rough carpentry finish carpentry, hinses, and handware.	Re-lung existing door rather than provide new door if requested by owner

Door, Interior, Replacement	includes. Pre-hung semi-solid wood biterior door, hinges, jamb, stop, casing thoth sides), finish nalls, wood shims, and installation taboo. Match existing, assumed to be less than or equal to 35"	Replacement of any interior start if found to be importable due to sterm damage.
Door, Exterior, <u>\$TELL</u> Standard Entry, Replace	includen Externar door, hinges, jarr b, stop, brick mold, casing (one side), linish nalis, screws, wood diving, and installation (abor, Causing-linullated metal flush (twooth) or panel door with fluscabols, wealther-stip, an aptie-defined holice for locket. Paint grade softwood jamb and 2.1/4" paint-grade casing.	Replace any exterior door to egross from per home if an externer doors, are functional due to storm damage
Window, Glass, Replace	Includent 1/a" thick, clear float gibes come, rubbles paying or window caulik termoung old gibas and installation labor. Single gibred based on a unit of square feet, flog sectmont indoops are as the finish hung, single gibbed, vinyl and based on a unit of square feet.	This line item is for replacing panes of glass within day window and not for replacing emire windows due to storm domage.
Window, Aluminum, Replace	Includes Labor cast to remove a medium size window and number to right of way of street. Supply and Imitall vertical aluminum window, accept, and installation Labor, Quality, 13-12 SF modium grade aluminum window type "Midmit".	This line item will be used for repisting ensure windows in the event that the existing window has already been removed or the salt/ing window is intended to be overable but cannot be repaired due to storm damage.
Window, Viryl, Restacement	includes, Labor cost to remove a medium size window and remove to right of way of street. Replacement windows are to be single hung, single glaced. Winh and based on a unit of square feet.	This line item is for replacing entire windows with why. This will be used if an existing operable double hung window ealsts or existed within the room which cannot be repolice or returned to operability.
Door, Exterior, Wood, Standard Entry, Replace	Included: Extendor hardwood door, hinges, jamb, stop, brick mold, rasing (one side), finish nalls, screws, wood sliem, and installation labor. Quality: Insulated most flash (smooth) or panel door with threshold, weather strip, and pre-drilled holes for lockes. Paint grade softwood Jamb and 2 1/4° paint-grade casing.	Replace any exterior door to opress from per home If no exterior doors are functional due to storm demage
Window, Opcrable, Repair	Includes: The resals of the window so that it operable to the same extent that the manufacturer intended. Operable defined as the windows able to open to the extent intended and then closed to form a sext.	This will be done for any window per room due to storm damage
ಧಿವರ್ಣ, ಭಿನ ರಗಾಸ್ಕ, Fiberguss, Standard Entry, Replace	inctudes: Bitterfor libringliss sloor (§ **E" x 3**O" or nearest standard size from ma nobe covert, hinges, jermb, stop, brick-mold, casing lone side/, libbal nain, access, wood shims, and mataflation labor. Quality: Door face plate to be minimum .125 eich Hölzi fiberglass veriforzed plass te molded Into one continuods sheet. Smooth or parel door with intershold, wearther strip, and are-drilled holes for locket. Patriable. Colora at contractor opion - white preferred. Tested to requirements of Florida Building Code TAS 201 for Large Missie expacts. Paint grade software large made at 2.1/4" paint-grade casing.	Replace any exterior door to Egress fram per home due to storm damage
Odor, Exterior, Skiding Glass	Includes: Patio styla Two-panel (6' 8" x 5'-0' size for both panols - or nearest standard size from manulacturer), casing (as needed), finish rails, screws, wood shirts, and Installation labols. One panel flaed and the second panel operable. Quality: Fiberglass, alumnum, or viryl.	If the glass can be replaced without replacing the door, then use line item G-3. Replace if the skiding glass door is the primary egress or if the glass has been shattered and is needed to protect the interior of the house from the external environment.
Drywall, Remove	Includes: Libbor cost to remove drywall, including screws and/or nait, and remove to right of way of street.	Remove drywat around any electrical receptable being replaced or if bathroom walls are replaced.
Drywad, Install (Do not rape, float, or paint)	includes: Modd-tough drywall (Gypsum Board), drywall nails, grabber screwn, and installation (abor. Quality: up to \$75° drywall to match existing, hung, no tape or finite.	Replace drywall aroundary electrical receptable boding replaced or lifesthroom walls are replaced.
A/C Unit, Insport and Test	includes: Minimum charge for one air conditioning cleaners, impact refrigerent charge, control board and compressor amperage.	Intermittent A/C unlaye observed by impector or homeowner. Ea: No air coming through vents, thermostat. Incompable or visible signs of
A/C Unit Repair	includes: Calculated average cos. Ifor repair of 1 (tabor to test for refrigerant feats and compressor and fan proper function) When necessary, rechaige refrigerars.	The extent of replacement is as necessary to return the residence to a safe and functioning shelter.
A/C Unit. Replacement	includes: Air conditioning unit and installation labor. Labor cost to remove the damaged air conditioning unit and replace. Unit shall be window unit or portable (fleed just with all erics during, Unit to be up to 17,000 BTU, ere/Ty star, EER, 22 limin.), 1159/12/1/6088	Reptacement of unit (finspector or homeowner observe to be incorprised, Jimir of one (1) with conduction, that the graded in John (conduction) who conducted the unit in the work conduction of the unit of the work of the belief one.
Baseboards, Removal	Initiation: Labor smit to remove baseboard and remove to right of way of street.	Removal of baseboards where water damage has compressed material.

IS SEE SEE SEE SEE SEE SEE SEE		
	includes: Labor cost to reduch lower labinetry units, move to an adjacent coom for storage, and reinited at a later time. Well, damaged cablines shall not be re-installed, installation of now base coloreds is to only be provided as necessary for one lowatory and one letchen slink, as well as appliance storage space. Includes: Flasfald plastic taminate counter top and installation bloot. Challey, Average grade 15" wide countertop with laminate from edges. Pre faminated countertop with	Remove take cabinetry if water fine observed on a around units.
Cabinet, Interior, Detach	Includes: Labor cost to detach lower cabinetry units and remove to right of way of street.	Remove trave cabine py If water She observed on or around units.
Cabinet New Installation (two 30 inches modules and 60" base cabinet)	includes: Supply and install new wait and base cablets. It to only be provided as necessary for one levatory and one kitchen tink, as well as appliance storage space.	Install new wall and base cabinet
Floor Covering, Remove	rectudes; Labor cost to remove carpet flooring and remove to light ofway of street.	Removal of any "water absorbing" floor covering discovered to be compromised by surface water. Carpet or wlord.
Mirror Roof, Exterior Repair to Weatherproof Residence	Includes: Material and labor sork to apply a 100% solid, all conleted, 20 mils Rvid-applied waterproofing membrane.	Any minor roof damage observed during inspection. This is for crack and applicable.
Corrugated Metal Roof Repair	includes: Material and labor costs to install a convigated.  Zoes , exivanized stool sharting.	Any minor roof dumage observed during inspection,
Roof Repair paint on flexible roof membrane	includes. Material and labor conty to install for the regain of	This is for are a rapair of membrane more.
Roll on Electrical Contractor	Ged rical Contractor to mobilize to the site	IVI Electrical contractors license needs to be constraint at 500 IVI McChands contractors license needs to be lacongraths as 550 IVI Plumbing contractors license needs to be populational at 550 populations of 550 IVI Plumbing contractors license needs to be populational at 550 IVI Plumbing statement at the second statement at the population at 550 IVI Plumbing statement at the population at 550 IVI Plumbing statement at the population at population at
Roll on Mechanical Contractor	Mechanical Contractor to mobilize to the site	
Roll on Plymbing Contractor	Plumbing Contractor to mobile to the site	
Contractor Final Inspection	and usive of Final Inspection and documentation.	Perform all work needed for a full assessment of the property as per the guidelines of the

# Exhibit 4 FEMA Recovery Program Guidance

U.S. Department of Homeland Security 500 C Street, SW Washington, DC 20472



November 17, 2017

MEMORANDUM FOR:

William L. Vogel

Federal Coordinating Officer

FEMA-4335-DR-VI FEMA-4340-DR-VI

Thomas Von Essen Regional Administrator

FEMA Region II

FROM:

Alex Amparo

Assistant Administrator

Recovery Directorate

SUBJECT:

Sheltering and Temporary Essential Power (STEP) Pilot Program for FEMA-4335-DR-VI and FEMA-4340-DR-VI - Amendment

This memorandum amends the Sheltering and Temporary Essential Power (STEP) Pilot Program for the Territory of the Virgin Islands of the United States under FEMA-4335-DR-VI (Hurricane Irma) and FEMA-4340-DR-VI (Hurricane Maria) approved on October 27, 2017. Implementation of STEP must be in accordance with the provisions of the attached policy. Specifically, this amended policy extends the timeframe for collection of Rights of Entry and the performance of eligible work, and raises the cap under STEP for this event to \$25,000.00 per residence for all eligible properties pursuant to updated cost estimate information for eligible emergency work.

If you have any questions, please contact Christopher Logan, Director of the Public Assistance Division, via email at Christopher Logan@fema.dhs.gov.

Attachment

www.fema.gov



- I. TITLE: Sheltering and Temporary Essential Power (STEP)
  Pilot Program for FEMA-4335-DR-VI and FEMA-4340-DRVI
- II. DATE: November 17, 2017

### III. PURPOSE:

The Territory of the U.S. Virgin Islands (Territory) experienced extreme wind and flooding events beginning on September 5, 2017 with Hurricane Irma and September 19, 2017 with Hurricane Maria. The Territory has experienced moderate to severe damage to residences displacing residents and overwhelming sheltering and temporary housing resources in the affected area. To address this need, FEMA is authorizing Public Assistance funding under Section 403 of the Stafford Act for a Sheltering and Temporary Essential Power (STEP) Pilot Program to enable the Territory to perform minor emergency repairs in single-family owner-occupied residences. Where safe and practicable, STEP may enable residents to return to or remain in their homes as a form of shelter while permanent repairs are completed, thereby reducing the number of individuals in congregate shelters or requiring assistance through the Transitional Shelter Assistance (TSA) Program. STEP will also return survivors and communities to normalcy by allowing schools serving as shelters to re-open, hastening the pace of overall community recovery.

#### IV. OBJECTIVES:

- A. STEP is intended as a life safety measure, to protect public health and safety, to protect property, and to enable survivors to shelter at home. STEP provides an alternative emergency sheltering option to address needs not met through congregate sheltering and the TSA Program or other forms of sheltering assistance due to capacity issues (e.g., lack of available hotels/motels or other longer term sheltering options that would afford a higher degree of privacy than congregate shelters). It is also meant to minimize the disruption of communities by enabling the Territory to help survivors shelter in their own homes when safe and appropriate.
- B. FEMA will deliver the STEP program through reimbursement to the Territory. Prior to starting work, the Territory must provide the legal authority for the Territory to assert legal responsibility to enter private property to perform emergency work. Once the legal authority has been established, FEMA will reimburse eligible costs, subject to



any applicable cost share for Public Assistance (PA) Category B, Emergency Work, for a STEP program administered by the Territory. In the event of any cost share adjustment, the cost share for STEP activities will be set at the prevailing rate on the date the work is performed. The Territory will perform or contract for the performance of authorized emergency protective measures. Individual residential property owners are not eligible for reimbursement under STEP and the Territory may not provide funding to individual residential property owners under STEP.

- V. SCOPE AND AUDIENCE: This policy is limited to FEMA-4335-DR-VI and FEMA-4340-DR-VI and is intended to guide all FEMA personnel responsible for providing STEP assistance.
- VI. AUTHORITY: Section 403, 42 U.S.C. 5170b(a)(3)(B) and (I), and 5170b(a)(4) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended.

# VII. POLICY:

- A. STEP is for disaster-damaged single-family owner occupied residential properties only, to include duplexes and townhomes. Other types of owner occupied residences may only be approved by the Federal Coordinating Officer (FCO) on a case-by-case basis and supported by written justification from the Territory to include feasibility and cost effectiveness. Commercial properties and commonly owned areas, structures, or equipment are not eligible for removal, maintenance, repair, or replacement under this program.
- B. The Territory is authorized to administer STEP throughout the entire Territory.
- C. Within 45 days from the date of issuance of this policy and prior to beginning work, the Territory must demonstrate it has the legal responsibility to undertake the proposed actions in response to the sheltering need by providing to FEMA the legal authority under which the emergency work will be performed. Note that legal authorities regarding police powers are general in nature and may not be specific enough to demonstrate legal responsibility.
- D. Within 90 days from the date of issuance of this policy, for each property where STEP repairs are performed, the Territory must obtain a Right of Entry (ROE) from each property owner on a form approved by FEMA. The ROE allows FEMA and the Territory, or authorized contractors and representatives access to the property. In addition to the



ROE, the Territory must obtain a signature from the property owner agreeing to participate in STEP and an approved proof of ownership. A sample ROE and participation agreement is included in this policy as an appendix. Property owners interested in participating in STEP that sign the ROE and participation agreement are also required to register for FEMA assistance.

- E. All STEP work must be completed within six months of the date of the major disaster declaration (FEMA-4340-DR-VI). STEP work will not be initiated on a property without the submission of:
  - 1. A signed ROE;
  - 2. A signed participation agreement;
  - 3. Approved proof of ownership; and
  - 4 A FEMA Registration Number, even if the homeowner is not eligible for Individual Assistance.
- F. Starting no later than 14 calendar days after the Territory begins executing emergency work under STEP, the Territory must provide a weekly electronic report to include:
  - The aggregate number of ROEs/participation agreements obtained;
  - 2. The number of properties in the inspection process;
  - 3. The number of properties where work is initiated;
  - 4. The number of properties where work is complete; and
  - 5. The number of properties withdrawn or determined ineligible based on inspection.

On a weekly basis the Territory must provide an electronic report with the following information on residences that received assistance under STEP:

- The property owner's name and address;
- The property owner's FEMA Registration Number;
- 3. When the ROE and participation agreement for STEP was obtained;
- 4. When the work was initiated;
- 5. When work was completed;
- 6. The cost of the emergency work;
- 7. Scope of the emergency repair work; and
- 8. The contractor(s) performing the emergency work.

A reporting template is included in this policy as an appendix. The FCO will establish a transmission method for electronic reports. Changes to the reporting requirements will be



mutually agreed upon by the FCO and Territorial Coordinating Officer or Governor's Appointed Representative.

- G. Emergency work performed through STEP is the sole responsibility of the Territory. Contractors performing emergency work under STEP are hired by and represent the Territory. FEMA makes no warranties of any sort for any assessments or temporary emergency repair work undertaken pursuant to this program.
- H. Eligible emergency work under STEP is capped at \$25,000. The FCO may waive the cap on a case-by-case basis for owner occupants with access and functional needs or if the Territory documents and demonstrates unforeseen or extraordinary circumstances after work commences that justify a reasonable increase in costs associated with work necessary to make a home safe for sheltering purposes. The emergency work must be reasonable, necessary, and include evaluation of low cost options to make the home safe and accessible for sheltering purposes. If a home cannot be made safe and accessible for sheltering purposes for less than the cap, the property is not eligible for STEP assistance. Additionally, if it is determined that a home is not suitable to safely shelter in-place due to the presence of toxic or hazardous materials, that property is not eligible for STEP assistance.

Under STEP, FEMA provides funding for basic, minimal work to survivors' homes to allow survivors to shelter in-place for an extended period. Stafford Act Section 403 is not a repair program, but an authority to provide emergency assistance for life sustaining and public health and safety needs. Consequently, the work under STEP is meant to provide the most basic, life sustaining needs for emergency sheltering, and homes that cannot be made safe for sheltering with this minimal work are not eligible for STEP. Additionally, all work under STEP must comply with applicable Territorial and federal codes, and may include:

- 1. Work necessary to provide HVAC (if in place prior to the event) and hot water;
- 2. Work necessary to restore natural gas or propane supply if required for hot water, and/or food preparation;
- Work necessary to provide potable water supply, including work necessary to repair cisterns – this may include well decontamination if only source of potable water:
- Work necessary to repair or replace damaged window or wall mounted air conditioning unit(s) and ceiling fans;
- 5. Weatherproofing to include roof, wall, and windows;
- 6. Securing or replacing broken windows, and repair or replacement of nonfunctioning exterior and/or necessary interior doors;



- 7. Removal of disaster-related debris to curbside necessary to safely enter, inspect, and perform cligible emergency work, and safely shelter in place;
- 8. Minor interior and/or exterior work to provide safe access (e.g., stairs, ramps) and living environment;
- Repair or replacement of damaged drywall to a level where it removes a threat
  to health and safety, for the purpose of safely covering any exposed electrical
  work, or to ensure the home is properly insulated;
- Removal and replacement of damaged floor substructure and floor covering using least costly alternative, if necessary;
- 11. Ensure one useable bathroom vanity, sink, shower or tub, toilet, and tank;
- Ensure functional kitchen facilities to include minimal cooking and refrigeration appliances necessary to shelter in place and/or mini fridges for doctor prescribed medical needs;
- 13. Ensure safe sleeping accommodations for all household members;
- 14. To a reasonable level, clean and sanitize mold and dirtin the interior of a residence, including duct work, if necessary; and
- Items and work necessary to ensure safe shelter for individuals with disabilities or access and functional needs.
- 1. Any inspections for code compliance or safety necessary to accomplish work eligible under this program are also eligible for funding and not subject to the cap.
- J. Project management and oversight activities as well as Territorial direct administrative costs are eligible and not subject to the cap. Project management activities may include a call center to register impacted home owners, inspections, data and document collection, auditing of contractor documentation, outreach, contract monitoring and administration, quality assurance and quality control, and reporting.
- K. To be appropriate for STEP, a residence must:
  - 1. Be located within the Territory of the U.S. Virgin Islands;
  - Be structurally sound such that authorized emergency work can be safely made, and with no impediments blocking access to the dwelling;
  - 3. Be reasonably able to serve as a suitable long term shelter upon completion of the emergency work authorized under this program; and
  - STEP participants must obtain a FEMA Registration Number by completing the registration process for FEMA assistance. This will allow FEMA to more effectively track and monitor STEP participants.



# L. Territorial Requirements

- 1. The Territory will provide the legal authority under which emergency work is performed within 45 days of the date of issuance of this policy.
- The Territory or its program management contractors will perform all project management activities to include oversight and monitoring of damage assessments, work, code compliance, safety inspections, and ensure occupancy requirements are met for all properties.
- The Territory or its contractors will obtain a signed ROE and accompanying participation agreement within the timeframe established above from each residential property owner for the type of work to be performed.
- 4. The Territory is responsible for obtaining, accelerating, and facilitating the issuance of any and all permits required to complete the eligible work, and will arrange, accelerate, and facilitate any and all inspections required by Territorial law, and obtain clearance for temporary occupancy for each property.
- 5. The Territory will ensure the owner recognizes and certifies their understanding that participation in STEP will make a FEMA Individuals and Households Program (IHP) applicant ineligible for temporary housing assistance, except in limited circumstances, or further TSA or other FEMA sheltering assistance, if authorized, once emergency work is complete and the residence is cleared for occupancy.
- 6. The Territory must comply with the Federal procurement standards for federal awards in 2 CFR 200.317-326. The Territory will provide FEMA the opportunity to review the procurement plan to provide for this work. The deadline for review will be determined by the PCO in coordination with the Territory.
- 7. The Territory, or its contractors, will obtain documentation to verify primary residence and ownership as follows:
  - a) Primary residence
    - i. Utility Bill,
    - ii. Merchant's statement,
    - iii. Driver's license,
    - iv. Voter's registration card, or
    - v. Employer's statement such as a wage or earning statement;
      AND
  - b) Home Ownership Verification
    - i. Structural insurance,
    - ii. Tax Bill or other tax records available through the tax office,
    - Official's records (notarized document confirming long-term ownership or an original deed or deed of trust to the property



listing the applicant as the legal owner);

- iv. Mortgage Payment Book,
- v. Affidavit, or
- vi. Title number after viewing and official government document verifying the home address and applicant to own the dwelling.
- 8. The Territory will submit to FEMA (frequency and means of transmission to be established by the FCO) the supporting documentation below for each property to include:
  - a) Owner/occupant's name and address;
  - b) FEMA Registration Number;
  - c) Right of entry;
  - d) Flood and/or homeowners insurance policy or other applicable insurance or certification of no insurance;
  - e) Photos of damage;
  - f) Damage description and scope of work required;
  - Work orders for each property describing costs and specific work performed at the property (start and stop dates of work must be included); and
  - That the home can be made safe for shelter purposes for less than the established cap, and there is no presence of toxic or hazardous materials in the property.
- 9. The Territory, in coordination with FEMA, will produce communications products about the program for survivors and contractors performing emergency work under STEP that emphasizes the limitations of the program and the emergency nature of repairs. Additionally, the role of contractors as a hired asset of the Territory will be clearly delineated in all communications products.

## M. Effect on Other Assistance.

1. STEP assistance is an emergency protective measure provided under Section 403 of the Stafford Act to support efforts to save lives and protect public health and safety, including the provision of emergency sheltering; therefore, STEP emergency protective measures do not affect a FEMA IHP applicant's eligibility for repair, replacement, or permanent or semi-permanent housing construction assistance, if approved, under Section 408 of the Stafford Act and its implementing regulations. Upon receiving STEP, an applicant may only receive



continued rental assistance or direct housing assistance, on a case-by-case basis, when the FCO determines the assistance is appropriate based upon the following factors:

- a. Household composition, including the size of the household as well as the number of household members who are children, elderly, individuals with disabilities, or have access and functional needs.
- b. There are safety concerns related to occupancy while permanent repairs are being made.
- 2. Any residence that receives assistance under the U.S. Army Corps of Engineers' Operation Blue Roof Program or under the U.S. Virgin Island's Tarping Program will not be eligible for further roof repair under STEP unless the work is necessary to facilitate electrical power restoration.
- 3. Participation in STEP will make a FEMA IHP applicant ineligible for further TSA or other FEMA sheltering assistance, if authorized, once emergency work is completed and the home is approved for sheltering occupancy.
- 4. If a STEP participant refuses to return home once the scope of work for emergency repairs is completed and the property has been cleared to safely shelter in-place then the individual is no longer eligible for TSA. If the scope of emergency work is not properly completed, the STEP participant may be eligible for further TSA.
- N. Following the completion of the STEP mission, FEMA will conduct a satisfaction survey of all STEP participants to capture best practices, lessons learned, and inform and improve future implementation of the program.
- O. Removal of debris off of a property beyond the public right-of-way is not covered under STEP. For information on debris removal from private property, see FEMA's Public Assistance Program and Policy Guide dated April 1, 2017.

#### VIII. ATTACHMENTS:

Right of Entry (ROE) Sample Form. Data Collection Template



- IX. ORIGINATING OFFICE: Recovery Directorate.
- X. REVIEW DATE: This policy is in effect from the date in paragraph II above for these events.

Alex Amparo

Assistant Administrator Recovery Directorate

U.S. Department of Homeland Security Joint Field Office - FEMA-4335/4340-DR-VI 7G & 7H Estate Diamond, 184C Pepper Tree Road Christiansted, VI 00820



December 9, 2017

Governor Kenneth E. Mapp Office of the Governor Government House Charlotte Amalie, VI 00802

Sheltering and Temporary Essential Power (STEP) Program for FEMA-4335-DR-VI and Re:

FEMA-4340-DR-VI

Dear Governor Mapp:

Thank you for your letter of November 29, 2017, requesting a clarification or modification to the Sheltering and Temporary Essential Power (STEP) Pilot Program for the Territory of the Virgin Islands of the United States, under FEMA-4335-DR-VI and FEMA-4340-DR-VI, approved on November 17, 2017.

After reviewing the STEP Pilot Program, FEMA has amended the Program. Section VII.H has been amended to clarify that work necessary to provide essential electrical supply is eligible for reimbursement under the STEP Pilot Program.

Please feel free to contact me if you have any questions or need additional information concerning the STEP Pilot Program.

Sincerely.

Federal Coordinating Officer Disaster Recovery Manager

FEMA-4335/4340-DR-VI

Enclosure: FEMA Recovery Program Guidance, Sheltering and Temporary Essential Power (STEP) Pilot Program for FEMA-4335-DR-VI and FEMA-4340-DR-VI, December 8, 2017.



- I. TITLE: Sheltering and Temporary Essential Power (STEP)
  Pilot Program for FEMA-4335-DR-VI and FEMA-4340-DRVI
- II. DATE: December 8, 2017

## III. PURPOSE:

The Territory of the U.S. Virgin Islands (Territory) experienced extreme wind and flooding events beginning on September 5, 2017 with Hurricane Irma and September 19, 2017 with Hurricane Maria. The Territory has experienced moderate to severe damage to residences displacing residents and overwhelming sheltering and temporary housing resources in the affected area. To address this need, FEMA is authorizing Public Assistance funding under Section 403 of the Stafford Act for a Sheltering and Temporary Essential Power (STEP) Pilot Program to enable the Territory to perform minor emergency repairs in single-family owner-occupied residences. Where safe and practicable, STEP may enable residents to return to or remain in their homes as a form of shelter while permanent repairs are completed, thereby reducing the number of individuals in congregate shelters or requiring assistance through the Transitional Shelter Assistance (TSA) Program. STEP will also return survivors and communities to normalcy by allowing schools serving as shelters to re-open, hastening the pace of overall community recovery.

# IV. OBJECTIVES:

- A. STEP is intended as a life safety measure, to protect public health and safety, to protect property, and to enable survivors to shelter at home. STEP provides an alternative emergency sheltering option to address needs not met through congregate sheltering and the TSA Program or other forms of sheltering assistance due to capacity issues (e.g., lack of available hotels/motels or other longer term sheltering options that would afford a higher degree of privacy than congregate shelters). It is also meant to minimize the disruption of communities by enabling the Territory to help survivors shelter in their own homes when safe and appropriate.
- B. FEMA will deliver the STEP program through reimbursement to the Territory. Prior to starting work, the Territory must provide the legal authority for the Territory to assert legal responsibility to enter private property to perform emergency work. Once the legal authority has been established, FEMA will reimburse eligible costs, subject to



any applicable cost share for Public Assistance (PA) Category B, Emergency Work, for a STEP program administered by the Territory. In the event of any cost share adjustment, the cost share for STEP activities will be set at the prevailing rate on the date the work is performed. The Territory will perform or contract for the performance of authorized emergency protective measures. Individual residential property owners are not eligible for reimbursement under STEP and the Territory may not provide funding to individual residential property owners under STEP.

- V. SCOPE AND AUDIENCE: This policy is limited to FEMA-4335-DR-VI and FEMA-4340-DR-VI and is intended to guide all FEMA personnel responsible for providing STEP assistance.
- VI. AUTHORITY: Section 403, 42 U.S.C. 5170b(a)(3)(B) and (I), and 5170b(a)(4) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended.

#### VIL POLICY:

- A. STEP is for disaster-damaged single-family owner occupied residential properties only, to include duplexes and townhomes. Other types of owner occupied residences may only be approved by the Federal Coordinating Officer (FCO) on a case-by-case basis and supported by written justification from the Territory to include feasibility and cost effectiveness. Commercial properties and commonly owned areas, structures, or equipment are not eligible for removal, maintenance, repair, or replacement under this program.
- B. The Territory is authorized to administer STEP throughout the entire Territory.
- C. Within 45 days from the date of issuance of this policy and prior to beginning work, the Territory must demonstrate it has the legal responsibility to undertake the proposed actions in response to the sheltering need by providing to FEMA the legal authority under which the emergency work will be performed. Note that legal authorities regarding police powers are general in nature and may not be specific enough to demonstrate legal responsibility.
- D. Within 90 days from the date of Issuance of this policy, for each property where STEP repairs are performed, the Territory must obtain a Right of Entry (ROE) from each property owner on a form approved by FEMA. The ROE allows FEMA and the Territory, or authorized contractors and representatives access to the property. In addition to the



ROE, the Territory must obtain a signature from the property owner agreeing to participate in STEP and an approved proof of ownership. A sample ROE and participation agreement is included in this policy as an appendix. Property owners interested in participating in STEP that sign the ROE and participation agreement are also required to register for FEMA assistance.

- E. All STEP work must be completed within six months of the date of the major disaster declaration (FEMA-4340-DR-VI). STEP work will not be initiated on a property without the submission of:
  - . 1. A signed ROE;
    - 2. A signed participation agreement;
    - 3. Approved proof of ownership; and
    - A FEMA Registration Number, even if the homeowner is not eligible for Individual Assistance.
- F. Starting no later than 14 calendar days after the Territory begins executing emergency work under STEP, the Territory must provide a weekly electronic report to include:
  - The aggregate number of ROEs/participation agreements obtained:
  - 2. The number of properties in the inspection process;
  - 3. The number of properties where work is initiated;
  - 4. The number of properties where work is complete; and
  - The number of properties withdrawn or determined ineligible based on inspection.

On a weekly basis the Territory must provide an electronic report with the following information on residences that received assistance under STEP:

- The property owner's name and address;
- 2. The property owner's FBMA Registration Number;
- 3. When the ROE and participation agreement for STEP was obtained; .
- 4. When the work was initiated;
- 5. When work was completed;
- 6. The cost of the emergency work;
- 7. Scope of the emergency repair work; and
- 8. The contractor(s) performing the emergency work.

A reporting template is included in this policy as an appendix. The FCO will establish a transmission method for electronic reports. Changes to the reporting requirements will be



mutually agreed upon by the FCO and Territorial Coordinating Officer or Governor's Appointed Representative.

- G. Emergency work performed through STEP is the sole responsibility of the Territory. Contractors performing emergency work under STEP are hired by and represent the Territory. FEMA makes no warranties of any sort for any assessments or temporary emergency repair work undertaken pursuant to this program.
- H. Eligible emergency work under STEP is capped at \$25,000. The FCO may waive the cap on a case-by-case basis for owner occupants with access and functional needs or if the Territory documents and demonstrates unforeseen or extraordinary circumstances after work commences that justify a reasonable increase in costs associated with work necessary to make a home safe for sheltering purposes. The emergency work must be reasonable, necessary, and include evaluation of low cost options to make the home safe and accessible for sheltering purposes. If a home cannot be made safe and accessible for sheltering purposes for less than the cap, the property is not eligible for STEP assistance. Additionally, if it is determined that a home is not suitable to safely shelter in-place due to the presence of toxic or hazardous materials, that property is not eligible for STEP assistance.

Under STEP, FEMA provides funding for basic, minimal work to survivors' homes to allow survivors to shelter in-place for an extended period. Stafford Act Section 403 is not a repair program, but an authority to provide emergency assistance for life sustaining and public health and safety needs. Consequently, the work under STEP is meant to provide the most basic, life sustaining needs for emergency sheltering, and homes that cannot be made safe for sheltering with this minimal work are not eligible for STEP. Additionally, all work under STEP must comply with applicable Territorial and federal codes, and may include:

- Work necessary to provide essential electrical supply, HVAC (if in place prior to the event), and hot water;
- Work necessary to restore natural gas or propane supply if required for hot water, and/or food preparation;
- Work necessary to provide potable water supply, including work necessary to repair cistems - this may include well decontamination if only source of potable water;
- Work necessary to repair or replace damaged window or wall mounted air conditioning unit(s) and celling fans;
- 5. Weatherproofing to include roof, wall, and windows;
- 6. Securing or replacing broken windows, and repair or replacement of



nonfunctioning exterior and/or necessary interior doors;

- Removal of disaster-related debris to curbside necessary to safely enter, inspect, and perform eligible emergency work, and safely shelter in place;
- Minor interior and/or exterior work to provide safe access (e.g., stairs, ramps) and living environment;
- Repair or replacement of damaged drywall to a level where it removes a threat to health and safety, for the purpose of safely covering any exposed electrical work, or to ensure the home is properly insulated;
- Removal and replacement of damaged floor substructure and floor covering using least costly alternative, if necessary;
- 11. Ensure one useable bathroom vanity, sink, shower or tub, toilet, and tank;
- 12 Ensure functional kitchen facilities to include minimal cooking and refrigeration appliances necessary to shelter in place and/or mini fridges for doctor prescribed medical needs;
- 13. Ensure safe sleeping accommodations for all household members;
- 14. To a reasonable level, clean and sanitize mold and dirt in the interior of a residence, including duct work, if necessary; and
- 15. Items and work necessary to ensure safe shelter for individuals with disabilities or access and functional needs.
- Any inspections for code compliance or safety necessary to accomplish work eligible under this program are also eligible for funding and not subject to the cap.
- J. Project management and oversight activities as well as Territorial direct administrative costs are eligible and not subject to the cap. Project management activities may include a call center to register impacted home owners, inspections, data and document collection, auditing of contractor documentation, outreach, contract monitoring and administration, quality assurance and quality control, and reporting.
- K. To be appropriate for STEP, a residence must:
  - Be located within the Territory of the U.S. Virgin Islands;
  - Be structurally sound such that authorized emergency work can be safely made, and with no impediments blocking access to the dwelling;
  - Be reasonably able to serve as a suitable long term shelter upon completion of the emergency work authorized under this program; and
  - STEP participants must obtain a FEMA Registration Number by completing the registration process for FEMA assistance. This will allow FEMA to more effectively track and monitor STEP participants.



# L. Territorial Requirements

- 1. The Territory will provide the legal authority under which emergency work is performed within 45 days of the date of issuance of this policy.
- The Territory or its program management contractors will perform all project management activities to include oversight and monitoring of damage assessments, work, code compliance, safety inspections, and ensure occupancy requirements are met for all properties.
- The Territory or its contractors will obtain a signed ROE and accompanying
  participation agreement within the timeframe established above from each
  residential property owner for the type of work to be perfurmed.
- 4. The Territory is responsible for obtaining, accelerating, and facilitating the issuance of any and all permits required to complete the eligible work, and will arrange, accelerate, and facilitate any and all inspections required by Territorial law, and obtain clearance for temporary occupancy for each property.
- 5. The Territory will ensure the owner recognizes and certifies their understanding that participation in STEP will make a FEMA Individuals and Households Program (IHP) applicant ineligible for temporary housing assistance, except in limited circumstances, or further TSA or other FEMA sheltering assistance, if authorized, once emergency work is complete and the residence is cleared for occupancy.
- 6. The Territory must comply with the Federal procurement standards for federal awards in 2 CFR 200.317-326. The Territory will provide FEMA the opportunity to review the procurement plan to provide for this work. The deadline for review will be determined by the FCO in coordination with the Territory.
- 7. The Territory, or its contractors, will obtain documentation to verify primary residence and ownership as follows:
  - a) Primary residence
    - i. Utility Bill,
    - ii. Merchant's statement,
    - ili. Driver's license,
    - iv. Voter's registration card, or
    - v. Employer's statement such as a wage or earning statement;
      AND
  - b) Home Ownership Verification
    - i. Structural insurance,
    - ii. Tax Bill or other tax records available through the tax office,
    - iil. Official's records (notarized document confirming long-term



ownership or an original deed or deed of trust to the property listing the applicant as the legal owner);

- iv. Mortgage Payment Book,
- v. Affidavit, or
- vi. Title number after viewing and official government document verifying the home address and applicant to own the dwelling.
- 8. The Territory will submit to FEMA (frequency and means of transmission to be established by the FCO) the supporting documentation below for each property to include:
  - a) Owner/occupant's name and address;
  - b) FEMA Registration Number;
  - c) Right of entry;
  - d) Flood and/or homeowners insurance policy or other applicable insurance or certification of no insurance;
  - e) Photos of damage;
  - f) Damage description and scope of work required;
  - Work orders for each property describing costs and specific work performed at the property (start and stop dates of work must be included); and
  - h) That the home can be made safe for shelter purposes for less than the established cap, and there is no presence of toxic or hazardous materials in the property.
- 9. The Territory, in coordination with FEMA, will produce communications products about the program for survivors and contractors performing emergency work under STEP that emphasizes the limitations of the program and the emergency nature of repairs. Additionally, the role of contractors as a hired asset of the Territory will be clearly delineated in all communications products.

# M. Effect on Other Assistance.

1. STEP assistance is an emergency protective measure provided under Section 403 of the Stafford Act to support efforts to save lives and protect public health and safety, including the provision of emergency sheltering; therefore, STEP emergency protective measures do not affect a FEMA IHP applicant's eligibility for repair, replacement, or permanent or semi-permanent housing construction assistance, if approved, under Section 408 of the Stafford



Act and its implementing regulations. Upon receiving STEP, an applicant may only receive continued rental assistance or direct housing assistance, on a case-by-case basis, when the FCO determines the assistance is appropriate based upon the following factors:

- a. Household composition, including the size of the household as well as the number of household members who are children, elderly, individuals with disabilities, or have access and functional needs.
- b. There are safety concerns related to occupancy while permanent repairs are being made.
- 2. Any residence that receives assistance under the U.S. Army Corps of Engineers'
  Operation Blue Roof Program or under the U.S. Virgin Island's Tarping Program will not be eligible for further roof repair under STEP unless the work is necessary to facilitate electrical power restoration.
- 3. Participation in STEP will make a FEMA IHP applicant ineligible for further TSA or other FEMA sheltering assistance, if authorized, once emergency work is completed and the home is approved for sheltering occupancy.
- 4. If a STEP participant refuses to return home once the scope of work for emergency repairs is completed and the property has been cleared to safely shelter in-place then the individual is no longer eligible for TSA. If the scope of emergency work is not properly completed, the STEP participant may be eligible for further TSA.
- N. Following the completion of the STEP mission, FEMA will conduct a satisfaction survey of all STEP participants to capture best practices, lessons learned, and inform and improve future implementation of the program.
- O. Removal of debris off of a property beyond the public right-of-way is not covered under STEP. For information on debris removal from private property, see FEMA's Public Assistance Program and Policy Guide dated April 1, 2017.

### VIII. ATTACHMENTS:

Right of Entry (ROE) Sample Form. Data Collection Template



- DX. ORIGINATING OFFICE: Recovery Directorate.
- X. REVIEW DATE: This policy is in effect from the date in paragraph II above for these events.

Alex Amparo

Assistant Administrator Recovery Directorate 12/8/2017

Date

U.S. Department of Homeland Security Washington, DC 20472



AUG 0 9 2018

MEMORANDUM FOR:

Thomas Von Essen Regional Administrator

FEMA Region II

William L. Vogel

Federal Coordinating Officer FEMA-4335/4340-DR-VI

FROM:

Keith Turi Dhor

Assistant Administrator Recovery Directorate

SUBJECT:

Sheltering and Temporary Essential Power (STEP) Pilot Program for

FEMA-4335-DR-VI and FEMA-4340-DR-VI; Time Extension and

Clarification of July 10, 2018 Memorandum

This memorandum is in response to the July 23, 2018, memorandum from William L. Vogel, Federal Coordinating Officer for FEMA-4335-DR-VI and FEMA-4340-DR-VI, requesting an extension to the performance period deadline for the Sheltering and Temporary Essential Power (STEP) Pilot Program. The current deadline is August 15, 2018. The Recipient requested an extension to September 11, 2018, to coincide with the deadline for the 100% federal cost share authorized for STEP by Amendment No. 6 to FEMA-4340-DR-VI on May 18, 2018.

On March 15, 2018, FEMA authorized an extension to the performance period deadline to August 15, 2018. By a letter dated May 4, 2008, the FCO extended the ROE deadline to August 15, 2018 as well. After further consultation with your staff, I have determined that extending the performance period to September 11, 2018, is not sufficient to complete STEP repairs. Therefore, I am authorizing a time extension for the performance period deadline from August 15, 2018, to November 30, 2018. Please inform the Recipient that FEMA will not grant any additional time extensions beyond November 30, 2018. In addition, the deadline for obtaining Rights of Entry will not be extended beyond the existing deadline of August 15, 2018.

In addition, I am amending my July 10, 2018, memorandum authorizing roof repairs to residences that received Blue Roof installations. The memorandum stated that no waivers of the per-residence cap of \$25,000 will be granted when the cap is exceeded due to roof repairs on a home that has a Blue Roof installation. A stable and secure roof is essential to a home being able to serve as a temporary emergency shelter, especially in a hurricane prone region such as the USVI. Based on the damage assessments completed to date and the cost of construction in USVI, the cost of roof repairs in the USVI could result in eligible STEP activities exceeding the existing cost cap. Therefore I am clarifying that the FCO may provide a waiver to the \$25,000 cap on a case by case basis due to the increased cost of roof repairs with the following limitation. In order to avoid duplication of benefits with repair assistance provided through FEMA's Individuals and Households

WWW.femangov

Program (IHP), applicants who have received IHP financial assistance will be given the option of returning the roof repair portion of their assistance in order to be eligible for an increase to the \$25,000 cap for STEP activities associated with their home. Furthermore, in order to manage costs of the repairs the FCO shall identify standard cost factors for the USVI by which the case by case waivers will be evaluated.

If you have any questions, please contact Jonathan Hoyes, Director, Public Assistance Division, at jonathan.hoyes@fema.dhs.gov.

# Exhibit 5 Safety Requirements

Exhibit 5:

Safety Requirements

# EXHIBIT 5 SAFETY REQUIREMENTS

- 1. Contractor recognizes the importance of performing the Work in a safe and responsible manner in order to prevent damage, injury, or loss to individuals, the environment, the Work, materials and equipment incorporated into the Work or stored on-site or off-site. Contractor assumes responsibility for implementing and monitoring all Environment, Health & Safety (EHS) precautions and programs related to the performance of the Work.
- 2. Contractor and Subcontractors shall comply with all legal and Owner-specific reporting requirements relating to EHS set forth in this document.
- 3. Contractor's responsibility for EHS under this Article is not intended in any way to relieve Subcontractors at any level of their own contractual and legal obligations and responsibilities.
- 4. The Contractor will address the safety requirements defined herein. Contractor costs associated with the implementation of the requirements will be borne by the Contractor. Safety deficiencies discovered after the award will be remedied at no cost to the Owner and may, at the Owner's discretion, be deducted from the Contract amount.
- 5. The Contractor shall have an EHS Representative/Lead Safety Officer (SO), accepted by the Owner, present on the Project at all times when Work is physically being performed. Contractor will provide sufficient trained, Safety personnel to ensure adequate coverage of all work sites. The training requirements and minimum responsibilities for the SO are as follows:
  - The SO shall have successfully completed the 30 Hour OSHA Construction course, with documented experience as a SO under similar conditions.
  - The SO shall have the authority to stop work.
  - The SO will be certified in CPR and First Aid.
  - The SO is responsible for administering the Contractor's EHS program.
  - The SO will conduct routine daily work site inspections and document any observed deficiencies.
  - The Contractor will supply a weekly EHS report to the Owner, detailing any EHS related items, including deficiencies, OSHA recordable injuries, first aid cases, environmental releases and near misses that occurred during the past week.
- 6. The Contractor must have a documented Site-Specific Health and Safety Plan (HASP) in place and accepted by the Owner before work will be authorized to start. This plan shall:
  - Incorporate the requirements identified in the Contractor Safety Policy.
  - Include an Area Hazards Analysis.

The HASP will be based on the hazards inherent to the Means and Methods adopted by the Contractor and its associated work environment. The scope of work will dictate the required program elements for this Contract. The following are examples of program elements that the Contractor shall include in its HASP, if applicable:

- Electrical Safety
- Fall Protection

- Personal Protective Equipment (PPE)
- Control of Hazardous Energy (Lock Out/Tag Out)
- Confined Space
- Demolition
- Hot Work (Grinding and Burning)
- · Hoisting and Rigging
- Hearing Conservation (Includes Industrial Hygiene Monitoring and Medical Baselines, if appropriate)
- Respiratory Protection (Includes Industrial Hygiene Monitoring and Medical Baselines, if appropriate)
- Emergency Response
- Fire Protection and Prevention (Contractor must provide its own extinguishers)
- Blood Borne Pathogens
- Hazardous Communications (Global Harmonized System)
- Machine Safeguarding
- Powered Industrial Trucks
- Industrial Hygiene
- Material Handling
- Spill Prevention, Control, and Countenneasures (Contractor to provide all associated equipment)
- Storm Water Management
- Solid and Hazardous Waste Management
- Air Pollution Control
- Scaffolding
- 7. The Contractor is expected to follow a work planning process that is acceptable to the Owner. The work planning process must be conducted and documented prior to the start of work. The work planning process follows these steps and is documented in the form of a Job Hazards Analysis (JHA):
  - Define the scope of the work.
  - · Analyze hazards in a step by step fashion.
  - · Develop and implement hazard controls and regulatory compliance.
  - Perform the work and monitor the effectiveness of the hazard controls.
  - Provide feedback to improve the process (e.g. routine workplace inspections, auditing compliance during work performance, job briefing postings, lessons learned, etc.).

A JHA, acceptable to the Owner, must be completed and reviewed with the individual expected to perform the Work prior to Work starting on a specified task. The SO will review all JHAs. Copies of JHAs must be present at the location where Work is being performed and accessible to the individuals performing the Work and to Owner representatives.

- 8. The Contractor will conduct a crew work planning meeting (Tailgate/Toolbox talk), including Subcontractor employees, prior to the beginning of each workday or new task. This talk will include the plan of work for the day, a review of hazards and potential regulatory issues, and the review of applicable JHAs. All work crew members and site visitors, shall sign the on-site JHA signifying that the hazards and mitigations were identified and explained to them prior to start of the Work or visit.
- 9. The Contractor is responsible for identifying the need for Qualified and/or Competent Persons for specific tasks as defined in 29 CFR 1926.

- 10. Contractor shall provide all common Personal Protective Equipment (PPE) required for the Work (hard hats, safety toe shoes/boots [tennis style shoes are not permitted], safety glasses, reflective vests, fall protection equipment, etc.) unless otherwise stated in the Scope of Work.
- 11. The Contractor is responsible for screening all Subcontractors with respect to safety and to adopt a safety selection process consistent with requirements defined herein. In addition, Contractor is responsible for flowing down all EHS requirements of the Contract to its Subcontractors, including monitoring and enforcing compliance.
- 12. The Contractor is responsible for assuring that all Contractor employee safety training is completed in compliance with Owner guidelines, policies and 29 CFR 1926. The following training is required for all Contractor personnel before they start work:
  - For Contractors who will be on-site 40 hours or more in a calendar year: OSHA 10 Hour Construction course (29 CFR 1926) (Up-to-date Certificates must be made available upon request).
  - Documented Site Specific EHS Orientation and Training.
  - Any other training requirements identified by the Contractor in its HASP or by the Owner and communicated to the Contractor.
- 13. If the Owner perceives the Contractor has created or is exposed to an imminent danger or a non-compliance situation, the Owner will suspend work until safe conditions are re-established. Such work stoppages will be at the expense of the Contractor and will not add time to the completion date of the Contract.
- 14. In the event of an incident, Contractor will conduct an incident investigation. The investigation will include preparing a written report summarizing the results of the investigation, corrective actions taken to prevent a reoccurrence and any lessons learned. The Owner may at its discretion participate in and facilitate the incident investigation. Time and expense incurred by Contractor performing an incident investigation will be at the Contractor's expense.
- 15. All chemicals to be used at the Work site must be approved by the Owner and Safety Data Shects (SDS) must be maintained by the Contractor with copies at each Work site where the chemical is present.
- 16. Smoking or the use of tobacco products is not allowed within the boundaries of the Work site.
- 17. Contractor agrees to assess whether Contractor's and sub-contractor's employees have the physical, mental, and emotional capacity to perform assigned tasks competently and in a manner that does not unreasonably threaten safety, health, or property, including participation in emergency procedures applicable to Contractor's work location.
- 18. Owner reserves the right to restrict or deny access of any Contractor employee, to include sub-contractor employees, to the Work location.
- 19. Contractor shall report the hours worked on-site by Contractor's and sub-contractor's employees on a monthly basis to the Owner's Representative EHS office. Hours shall be emailed no later than the 3<sup>rd</sup> calendar day of the month for hours worked the previous month.

- 20. Contractor will report any EHS related injury, loss, damage, or accident arising from the Work to Owner's Representative and to the extent mandated by legal requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work. Contractor will immediately report to the Owner's Representative all non-incidental spills, and all other significant impacts to the environment (soil, water, air) in performance of the Work. Contractor will also immediately notify the Owner of any failure to comply with state and federal environmental laws, rules, and regulations, in the following time frames:
  - Immediate verbal notification of all incidents
  - In writing within 24 hours
  - Incident/Accident Investigation Results will vary depending on the nature/severity of the incident. Updates shall be provided every three (3) calendar days until the investigation is closed.
- 21. Contractor shall submit documentation identified in Table I, to the Owner/Owner's Representative for acceptance/approval in the time frames specified below:

Table 1 Submittals and Deliverables

Documents	Submission Time Frames
Health and Safety Plan (HASP)	Within seven (7) Calendar Days of receiving
Activity Hazard Analysis (AHA, JSA, JHA,	Notice to Proceed. Work will not begin until
THA, etc.)	documents are accepted and returned.
Designated Competent Person Appointment	
Letter and associated documentation (Proof of	
training, education, resume, etc.)	
Safety Data Sheets (SDS)	Within seven (7) Calendar Days of receiving
	Notice to Proceed and as new products are
	procured
EHS Report	Weekly
Copies of Daily Tailgate/Toolbox Meetings	Weekly
Deficiencies/Observation Logs	Weekly
Training Sign in Sheets	Weekly
Site Safety Inspections	Weekly
Vehicle/Equipment inspections	Weekly
Non-Conformance Corrective Action Plan	By deadline referenced in the Non-
updates	Conformance Report
Man Hours	Monthly, by the third (3rd) Calendar Day of
Monthly Chemical Inventories	the following month

Contractor shall submit any new plans or changes to existing plans to the Owner's Representative for acceptance prior to implementing any changes. New plans or changes to existing plans shall be submitted at a minimum of seven (7) calendar days prior to projected implementation date.

- 22. In the event Hazardous Substances are discovered (Asbestos, Lead, etc.), Contractor is responsible for any required testing and remediation. Contractor shall submit test results, from a certified laboratory and a Remediation Plan, for acceptance prior to work resuming.
- 23. Failure to comply with the safety requirements of the project may result, at the discretion of Owner, in the violations being forwarded to the Occupational Safety and Health Administration (OSHA) for investigation and action.

Additional disciplinary action(s), up to and including dismissal, may also apply to the responsible lead/foreman and competent persons, where warranted.

There will be zero tolerance for drug or alcohol use, sexual harassment, smoking (where prohibited) and fighting on-site. Violations of any of these offenses will result in immediate dismissal.

Any damages to the Owner due to the failure of Contractor, Subcontractor or its workers to comply with project safety programs will be deducted from the Contract Price.

Owner reserves the rights to stop all work if Contractor is found to be working in an unsafe manner and/or in violation of OSHA or local jurisdictional laws. All costs related to the work stoppage will be borne by the Contractor.

24. The Contractor shall furnish a written fall protection plan for their scope of work. The Contractor shall achieve 100% fall protection at a height of 6'-0" or greater (guardrails, hole covers, safety nets, personal fall arrest/restraint systems) for their workers. Exception: In accordance with 29 CFR 1926 Subpart M, Inspectors participating on Initial Site Inspection and Final Site Inspection teams are not required to be tied-off while performing inspections, investigations, or assessments of workplace conditions prior to the actual start of construction work or after all construction work has been completed.

Contractor shall submit a letter on company letterhead to the Owner confirming and certifying that all workers have been trained regarding Project Fall Management Policies including, but not limited to, OSHA Subpart M, OSHA Subpart R, the project and task specific fall protection plan, proper selection and use of all provided fall protection equipment. The names of all individuals being certified must be included with the letter and updated on a regular basis. The letter shall also include the content of the fall protection training course, the course instructor's name and the date of training.

- 25. Contractor is required to institute a hazard communication program, which is to be administered by Contractor's competent person. Under the hazard communication program, Contractor must inform both Owner and all other contractors on the site, of all hazardous materials being used by the Contractor. Contractor shall provide Owner with copies of Safety Data Sheets (SDS), which will warn other contractors of the presence of any hazardous materials. The program shall be submitted prior to commencement of on-site work. Contractor must ensure that any hazardous materials are appropriately labeled and properly stored. Contractor shall maintain a monthly inventory of hazardous materials.
- 26. Contractor shall provide its own site-specific emergency action plan that includes telephone numbers and cell phone numbers of Contractor's Ownership, project manager, superintendent, key foreman and workers, subcontractors, site safety managers and any other personnel deemed essential by Owner. The plan will outline procedures to be followed in an emergency by Contractor's personnel. The program shall be submitted prior to commencement of on-site work.
- 27. Contractor shall designate a competent person to execute all aspects of Contractor's HASP and to act as SO anytime Contractor is performing work. The competent person must be designated in writing on company letterhead. All competent persons and foremen must have knowledge and authority to ensure safety compliance of workers under their supervision. The foreman and competent persons failure to inspect work areas under their supervision and address negative safety practices which are observed and/or directed by management, can be held accountable and could lead to disciplinary action up to and including removal from the project.
- 28. All new hire workers must complete a site specific, on-site project orientation prior to being allowed to work. Contractor agrees that it has sole responsibility to provide competent and trained individuals. Any person that fails to comply with the provisions of this Safety Section shall be immediately removed from the project at no cost to the Owner.

- 29. Contractor shall utilize means and methods during the execution of its work that shall not result in the creation of hazardous conditions that pose a threat of injury to others or a risk of damage to property, including the property of Owner and other contractors. Contractor shall continuously review and inspect its means and methods to ensure such hazardous conditions are avoided. The Contractor will advise Owner immediately of any unsafe conditions resulting from other contractor's work.
- 30. Weapons of any kind, whether or not permitted by law, are not allowed on the project site. Any on-site employee found with weapons will be immediately removed from the site.
- 31. All of Contractor's workers, and subcontractor's workers of every tier, shall be issued and required to wear ANSI approved and Contractor's HASP required, PPE and safety devices that are to include, but are not limited to:
  - Hardhats only "skull caps" that do not interfere with the hardhat's effectiveness may be worn under a hardhat
  - Eye Protection
  - Safety Toe Shoes or Boots. Tennis shoe style shoes are not permitted.
  - Reflective Safety Vest
  - Body Harnesses Shall be assigned to employees at heights of 6'-0" or more or any
    work that presents a fall hazard.
  - Hearing Protection in any work situation that presents a sound hazard.
  - Gloves appropriate for the hazard as outlined in the JHA.
  - Long pants and sleeved shirts.
- 32. All equipment provided by Contractor shall be new or like new condition. It is Contractor's responsibility to develop and implement a written safety program for all its equipment whether it is rented or owned.
- 33. Contractor shall ensure that operators of heavy equipment, including cranes, loaders, hoisting devices, forklifts are qualified, trained, and licensed when applicable, and authorized to use and operate that specific piece of equipment. All motorized, powered, and electrical tools and equipment must be inspected prior to use. Operators of this equipment must be trained and authorized to use only that specific piece of equipment. Fork Lifts must be operated and used as per manufacturer's recommendations. Fork lifts shall not be used as personnel hoisting devices.
- 34. When the work of Contractor occurs in an area of the project subject to wind hazards, Contractor will develop a Materiel Wind Plan (MWP) to insure material does not become airborne. The MWP shall include procedures for stabilizing Contractor's materials during times of inclement weather. Contractor shall designate a competent person to monitor weather reports and communications from the local and national (NOAA National Oceanic and Atmospheric Administration) weather service when high wind conditions are forecasted. The wind plan will be submitted to Owner as part of Contractor's HASP. Competent person shall be subject to removal from the site if any egregious operations are witnessed during such wind events.

Exhibit 6
Unit Prices

HINDS:	William SS	1000	and the state of t		56		
1	A-1	ос	Contractor in that inspection	Perform all work seeded for a full assessment of the peoperty asper the guidelines of the	1	EA	
2	A-2	0c	intellor Debris, Remove to Street Right of Wey	Removal of any personal property or debris not	1	CY	
			Exterior Debris, Remove to Street Right of Way	coverad by below line items. Ex:  Removal of debris obstructing access or egress			
3	A-3	OC	(Remove) of debriso bitracting accessor egress of the building. Ex: veget at ion, Colleges)	of the building: Si: vegetation, Cullapse	1	Cr	55 10
4	B-L	oc.	Dehumidifer (500 Square Fort)	Supply and Insta II a dohumidifier to dry out covered spaces.	1	5#	
5	8-2	oc	Clean and Sankite	Clean, sanitive, and apply mold control to exterior and interior of residence.	1	ŞF	
6	0.3	oc	Pest Control	Application of appropriate pest control spray or other substance to make the house	1	F	
7	C-1	oc	Gus Line Replacement - Insulor	includes the replacement of damaged or missing gas lines found in home.	1	U	
	C3	ос	Sirk, Bathroom, Ro-Install	Detach and Reinstell Insthroom tink and base If located onsite and operable at time of inspection.	1	EA	
9	C3	БС	Sink, Bathroom, Resir	Replace sink and base cabasets if necessary. Example may include a stand alone base or	1	EA	
16	64	ос	Sink, Kitchen, Re-Install	Reinstall blocker sink if located on the and operable at time of the site with.	1	EA	
31	¢š	oc	Sin fs, Kitch an. Weve	Replace has a cabinets with standard staining steel and faucet. Provide single bowl with.	1	EA	
12	C-6	oc	To liet and Tank, Clean and Rejectal	Labor cost to disconnect and detach a tollet, move to an adjacent room for storage, and reinstall at a	1	Ą	
13	c-7	oc	Tollet and Tank(new)	tabor cost to disconnect and detach a tollet. Labor cost to remove and to discard, install new tollet	1	ŧΑ	
14	C8	oc	Shower Staff Fiberglass, Replace	Reinstal shower with rod and curtain if located costle and operable at the time of the site visit.	1	EA	
15	C9	oc	Shower Stall Fi bergless, New	Replace with new unit, Rod and curtain included, no doors.	1	EA	
18	C-1	oc	Shower's tell Fördagfern, Replace	Reinctal Eulofshower If focated onsite and operable at time of the atteviors.	1	EA	
17	C-9	ос	Shower Stall Efterglass, Hew	Replace tub/shower with new unit	1	EA	
18	C-12	oc	Water Heater, inspect and Test, Beturn to Service	Inspect and test water heater where wisible signs of being submerged are observed, and settim to service.	ı	EA	
19	C-13	oc	Water Heater, lespect and Test, Repair	Inspect and test water heater whose visible signs of being submarged are observed, and repair,	1	EV	
20	C-14	οc	Water Heater, Inspect and Test, Replace, 40 Gallon Max.	Replacement of water heater if found to be inoperable during inspection.	ı	EA	
24	C-15	oc	Water Supply, Decontaminate	Decontamination of water supply if found to be compromised by surface water	T	EA	
75	C-16	pc	install Cistom with Pressurized System	includes removal of damaged citizen with pressurized system and replacement of unit as specified.	1	EA	
26	C17	oc	Cistera in stalkation; gravity-fad	includes removal of damaged (grevity fed) cittern and replacement of unit as specified.	1	EA	

					W	The state of the state of	ř.
27	СЛ	oc	Sewer Line, Auger	Snake any clogged drains or toilsts found during site assessment.	1	EA	
28	C-19	oc	Sevrage Ejector Punt p. replace	Reptacement of sewage ejector pump if bund to be inoperable during inspection.	ĭ	EA	
74	C-21	M	Repair and/or Replace Cistorn Pump	This is a portion of the repair or real acomens, work associated with a chilern with pressuring the steen.	1	EA	
75	C-22	м	Repair und/or Replace Cistern Presente Tank	This is a portion of the repair or to electrical, work inscribing with a chiern with pressurand, material	1	EA	
76	cz	м	Replace Holding Tank for Cistern	this is a portion of the monit or replacement, with an extension of with a circum with pressuring deed.	1	ĒA	
77	C-24	А	Install new plping as needed for cistern	this is a portion of the regal row or placement, work associate a with a distant with premunized, system	1	UF	
78.	CB		Collection feed system to Tank	This is a portion of the restrict or esolatement work sesociated with a circum with presputtant by Rem	1	LF	
79	C-26	A4	Replica Holding Tank for Ostern	Thu is a portion of the most occasion empor.  Most apposited with a determining model protest	1	EA	
80	c-27	A	Install new piping as needed for cistem.	This is a decision of the residence replacement, more seasonice with a sittern with a ravity.	1	r.	
45	C-28	AL	Collection feed system to Tank	This is a portion of the reset or resiscement, work associated with a cistern with greaty.	1	LF.	
E22	C29	м	Snower Line, Replace	Pipe lining and pipe bursting may be used in lieu of complete replacement. Costs will be paid based on linear box of pipe lined or burst.	i	V	
29	D-1	oc	Refrigerator, <u>9.7</u> CU FT	Replace appliance if current appliance is no longer functioning.	1	EA	
30	0-3	OC:	Free Standing Gas Range 4 burner and oven	mep little app since off current appriance is no longer functioning. 30" size unless a matter is needed to fit existing source, flat yop range is secretable.	1	EA	
31	D-3	oc	Free Standing Electric Range 4 businer and oven	Replace appliance if current appliance is no longer functioning. 20" site unless smaller is encoded to fill centring space. First top range is a constable.	1	EA	
32	D-4	οc	Countering Microiss se	fleplace appliance if current appliance is no longer functioning.	1	EA	
33	E-1	DC	Electrical System, inspect and Test	Intermittent electrical outage observed by Inspector or homeowner. Ex: Flickering lights or appliances are observed during site visit.	ű	EA	
34	E-2.	οc	Flue wicel River, process and Switchers, Replace	Replacement of electrical outlet per room as needed.	1	EA	
35	E3	OC.	Termina te Electrical Recaptacle and cover	Allotment for termination of any unused imperable outlets.	í	EA	
36	E-4	oc	Electrical GFCI Recoptacle, Replace	Replacement of GFO electrical exceptacle where GFI outlet is inoperable.	Ĺ	EA	
37	7-5	ос	Electrical 220 volt Receptacle , Replace	Replacement of ZZOV electrical receptacks where ZZOV outlet is inoperable. Ex: Dhyer, Window unit.	1	IA.	
39	6-6	oc	Electrical Main Penel, Clean and Repair	Cleaning of slectrical main penal where water line observed, and repair if troubleshooting is required.	1	EA	
40	t-7	oc	Electrical Main Brealers, 100/200 Amp, Replace per circuit	Replacement of 200 amp binshers if found to be impressible during inspection.	1	EA	
	E-8	ос	Electrical Aprillary Panel, Replace	Replacement of electrical auxiliary panel (if found to be inoperable during impection.	1	EA .	

	DESCRIPTION OF THE PARTY OF THE	THE PERSON			7.70 T VA	SHEET PARKET	
42	ĘĐ	oc	Electrical Circuit & natur, 2 Pole, 5-wire, 240 V Replace	Replacement of 2 pole electrical circuit breaker if found to be insperable during inspection.	1	EA	
ď	E-10	αċ	Electrical Circuit Brasiner, GFO, Auphaca	Replacement of GFI electrical crouit breaker if found to be inoperable during inspection,	1	EA	
44	£-11	oc	Electrical Disconnect Box, replace	Removal and replacement of electrical deceased has when points like otherwise.	1	EA	
45	E-17	oc	Carbon Monocide (COS Alarm, Herdwired, Replace	Replace any carbon monoside alarms. hardwind, where found to be inoperable.	1	EA	
46	£-13	oc:	Carbon Monoside (CD) Alarm, Battery-Operated, Replace	Replace any curbon monoxide alarms, Baltery- Operated, where found to be inoperable.	1	EA	
47	Nr-3	DC	Smoke Alean, Hestwired with Battery Bedsup, Replace	Replace any smoler alarm where found to be inoperable.	1	EA	
4	E-15	ос	Smoka Alarm, Battery-Operated, Replace	Replace any smaller above where found to be in operable.	i	EA	
13	Ę-16	м	Plustic plate covers for electrical boxes:	Provide and install plants: plate covers for all recoptacles and avaidud in the feature.	1	EA	
84	E-17	м	Calling is n <sub>k</sub> replace	torsell with bludes minkness 7.5 feet above the floor and minimum clearance from blades to any obstruction of 6°. If clearances cannot be next, sequest clarification. Controls may be well- mounted, synote, or pull chain.	1	EA	
aş	Ę-18	м	Ceiling fan with light lift, replace	Install with blades minimum 7.5 feet above the floor and minimum clearance from blades to any obstruction of 6.1. M hims me clearance of light to be 6.75 above the floor. If clearen are cannot be met, rectard cladication. Controls may be well- recented, presche, or pull chairs.	ı	EA	
14	6-19	м	Plastic plate covers for electrical bores	Provide and install plastic plate covers for all mospitacles and switches in the house.	1	EA	
45	F-1	oc	Handkap Ramp	Regiace handican camp, landing, stairs, and grandralt.	1	55	
\$0	F-2	oc	Acons Porch Repair	Minor sepair for any porch lierns essential to agress pattwery from the horse.	1	ğ	
\$1	18		Eraming Repoir	1 well of framing chast request.  1) Particular lifts of one document or review operating for a smaller gloor.  2) Period halfs of a window to I ended operating for a track of the state of the state of the state of the second	â	EA	
87	F-4	м	Plywood and sheathing	Thickness varies to match existing surface.	1	SI.	
36	FS	м	Exterior Door Repair and Re-Hans	Re-hung-earling-door rather than provide new door if requested by owner	1	EA	
52	6-1	16	Oppor, inleed or, Replacement	Replacement of any interior door if found to be inoperable due to storm damage	i	EA	l e
\$3	<b>G</b> 1	AS	Door, Exterior, <u>STEEL</u> Standard Entry, & epiace	Replace drigt exterior door to egress from per frome if no exterior doors are functional dive to allow do morpe	3	ĒA	

		SALO			- 6	100	
\$4	G 3	AS	Window, Glass, Replace	This line hern is for replacing puries of glass within only window and not for replacing entire windows due to stown domoge.	1	SF	
\$5	G4	AS	Window, Alamenum, Replace	This line item will be used for replacing on tire windows in the event that the extinting window has already been removed or the existing window is intended to be operable but cannot be repaired fine to storm dumage.	1	¥	
89	G-5	м	Window, Vinyl, Replacement	This the item is for replacing entire wirelows with work. This will be used if an existing operable double hung window exists or existed within the room which cannot be repaired or returned to operability.	1	SF	_
90	G-6	ZALIA	Door, Enterior, Wood, Standard Entry, Replace	Replace only exterior door to agress from per home if no extit dor doors are functional due to attern damage	ı	EA	
91	G 7	AM/AS	Whdow, Operable, Repair	This will be done for any window per room due to storm domage	1	EA	
92	କ୍ଷ	Anjas	Door, Exterior, Fiberghiss, Standard Entry, Replace	Replace any a sterior door to egress from per frome dise to storm domage	1	EA	
탶	G9	м	Door, Esterior, Silling Glass	If the glass can be replaced without replacing the door, then use line kenn G.3. Replace if the siding glass door is the primary eggess or if the glass has been shattered and is needed to protect the interior of the house from the esturnal emissioners.	ì	PA PA	
56	H-1	ос	Diywall, Remove	Person drywall around any electrical receptacle being replaced or if bathroom walls are replaced.	L	y.	
57	14.2	oc	Drywall, Install (Do not tape, float, or paint)	Replace drywaf around any electrical receptacle being replaced or if bathroom wafs are replaced.	1.	SF	
58	ĿĮ	oc	A/C Linit, import and Test	Intermittent AC outsige observed by impector or fromeowner. Ex: No air coming through vents, thermodal moorable or visible signs of	I	EA	
59	Ы	ос	A/C Unit Regula	The extent of replacement is an necessary to return the residence to a safe and functioning shelter.	1	EA	_
60	ŀ3	ос	A/C Unit Replacement	Raplacement of unit Hissoscian or homeowner, observed to be incorrected. Until of one (2) unit can should be be incorrected in Applicants. Should be someomer, requests a smaller unit tends to be someomer, requests a smaller unit tends to a sension of or the unit institute a sistence or end for the unit institute and required as a mail or unit to avoid units to the unit institute in a sension of the sension of the units of the uni	1	EA	
61	<b>}</b> 3	oc	Spseboards, Removal	flemoval of baseboards where water damage has compromised must end.	1	ÚF	
62	K-1	oc	Cabinet, liver for, Remove and Reinstall	Remove base cabinetry if water the observed on or around units.	1.	ır	

STATE OF THE PARTY	III ACC	A STANTON		Language Company		_14	
63	K-2	oc	Calsinet, Inturior, Detach	Remove base cabinetry if water line observed on or around units.	1	1.F	
64	K-3	ос	Cabinet New installation (two 30 inches modules and 60° base cabinet)	Install new wall and base cabine	1	UF	
65	<b>i-1</b>	ос	Floor Coverling, Ramove	Removal of any "water absorbing" floor covering discovered to be compromised by surface water. Sprint for virial.	1	SF	
86	M-3	oc	Minor Roof, Esterior Repair to Weetherproof Residence	Any minor roof damage observed during Aspection. This judes cards and soot result.	1	\$F	
67	M-Z	ос	Con ugated Metal Roof Repair	Any minor roof damage observed during insacrine.	1	æ	Į.
68	M.s	ot:	Roof Repair paint on flashie roof membrane	This is for pres cools of membrans cools	1	SF	
69	M4		Roll on Electrical Contractor		1	Each	
70	64-5		Roll on Mechanical Contractor		1	Each	
n	M-6		Roll on Plumbing Contractor		1	Each	
72	M-7		Contractor Final Impection	Perform all work needed for a full estimament of the property as per the guidelines of the	1	EA.	
73			Subcontractor Soft Costs	Subcontractor Soft Costs per house	1	House	

#### CONFIDENTIAL/PROPRIETARY

		the state of the s	-		0.00	IIL .
Ontription	Specification	Eritoria		-		
) Roof Hardening Imperiors	Inspection construction estimate, his of muterials and volume of ennouncion dobris.					
7 Meneral Handling, SIX	Mild evial handling curl to get materials, leb or and took to the home on the expective biland.	Pricing bissed on area of home footmiss.	1			
Naterial Handling, STY	Material handing cost to get materials, labor and took to the home on the respective biland.	Pricing based on area of home looter ar.	1			
Material Handling, 573	Material handing exist so get meterials, lideor and tools to the floor e on the reison ther island.	Pricing based at maps of home fourprise.	ı	w	-	-
Near Corpolition	Includes removat of C.B. Dinastrial to curb, Materials to be a egregated inte- timize, plywood (yeah and without excepts and and metal sheeting. Loose- res let al. must be secured from blowing by Distribu. To there are to be used to be 10th lengths and less than one-c	Owing estimate subcontractor to provide estimated reduced debril in CY to be placed at cust.  Will be _nonuned is sent on roof area.	ı	_		
1 Interior Home Prosection	Hater chrashic careful careful are floors, visiouens or other membes as a protect retrict floor and walfs from volum and construction disauge, including temporary felipment, stossesses, sar ps, etc. in feep worther from excepting the form of dering construction, includes in tenior staffolding as measure;	Price hased on aron of the home as calculused by the home of conference.	ı			
Scaffold, 1 story harter	Erect scaffolding around the premeter of home extence is accordance with Industry  To network	Pyrop based on surface area of entertar wells, verviced by earlight.	1			
I) Scuffeld, 2 x tory h omar	Er och nedfolding wou nd the pointal at of horse subvior in occurs one e with Industry Mandas de	Prior banks on tentant around extense walks serviced by scaling.	ı			
I Sea Hotel arrest 2 story home.	free traffolding assured the besimaler of home enterior in accontance on the endustry  and days.	Price based on our lace zone of accessor walls serviced by scalledd.	1	Ī		
0) Dema Bonst Brem	Inclusions emovel, disposal and cleanup of missing bond beam Dispose of material at the street for disposal be others.	Assumes reviewed of bond beem only and no		-		
i) Hota I Bond Bears	installation and archoring of new bond hearn, and clean up.	postion of the color by use f Assumes a sound substrate for anchoring.	1	-		
2) Membane Roof Later & Mac. Asterials	Based on the final plane, and specifications to be provided, but will be written entitle to conformance or th the senial epitors provided. The occupate for the read only and from the bondina acop.	See the clarifications and process below. Will be iteratured by roof max.		7		
I)Corregated floofLabor & Muz. forerish:	Same if on the final plant and admitigations to be provided, but will be similar in conference with the about glane part ded, The scope is for the read only and from the found bounue.	See the chritications trid process below. Witibe measured by conf are a.	1			
4) Subconcractor Soft Cods	Subconstition soft costs of operation per house					





Exhibit 7
Pass-Thru Costs

	Exhibit 7
	USVI Emergency Home Repairs, Pass Thru Cost Table
1	Oversight Activities
2	Direct Administrative Costs
3	Call Center to Register Hameowners
4	Inspections
5	Data & Document Collection
6	Auditing of Contractor Documentation
7	Outreach
8	Quality Assurance & Quality Control
9	Reporting
10	Contract Monitoring & Administration

	Exhibit 7: USVI Emergen	cy Home Repairs - Pass Thru Cost Table	At Cost	With Mark up
		Mobilization/Demobilization in accordance with FEMA Guidelines. Costs assumed to be in the current direct or pass thru costs.	x	
		Employee travel to the island and the beginning of the project and home at the end.		x
		Travel and leave polices as reimbursable as a FEMA expense.		x
		Field Office(s): A field office is set up for a certain project, then all the costs related to the field office (such as rent, utilities, office supplies, computers, equipment rental, communication, etc.) are directly chargeable to the project.		×
1	Oversight Activities	Rental Equipment: Field equipment (provide by outside vendors) such as dump trucks, front end loaders, backhoes etc. that are operated by APTIM employees or a third party.		x
		Shipping of Vehicles (Trucks and Automobiles), tools and basic equipment to and from the Islands.		x
		Uniforms, shirts and hard hats as directed by the owner.		×
		Material handling (invoicing, vendor management, etc.)		х
		Mobile Communications, mobile field devices and satellite air cards		x
		Security of offices and staff		х
		Safety equipment and training		х
		Subcontractor costs		х

1	Exhibit 7: USVI Emergency Hor	ne Repairs Pass Thru Cost Table	At Cost	With Mark u
		All taxes, fees, tariffs, etc.	х	
1		Builders risk insurance policy	х	
		Bid Bond	х	
		Performance Bond	×	1
- 1		Social costs due to terminating employment of		
		local staff at the end of a phase or the program	X	
- 1		Advanced Payments	х	T
		Lodging, per diem, Travel and Airfare costs as		1
		per Federal Guidelines and travel between	x	
- 1		islands		
		Cost of Money such as financing costs and fees		х
1		Contractor SG&A (Home Office)		X
		Contractor SG&A (Field Offices)	-	X
		Logistics and shipping of materials from an-off-		
		island source to the storage and distribution		x
		facility on St Croix.		
		Logistics and shipping of materials from an-off		
		island source to the storage and distribution		x
		facility on St Thomas.		
		Logistics and shipping of materials in between		1
- 1		the two primary storage and distribution		
2	Direct Administrative Costs	facilities and any temporary distribution facility		x
-	Direct Administrative Costs	on the other		
		three islands.		
		Shipping materials and staff to inaccessible areas		
		using non-traditional means such as, crane, boat,		×
- 1		lift, helicopter, etc.		
		Leasing and operating a storage and distribution		
		facility on St. Croix		×
- 0		Leasing and operating a storage and distribution		×
- 4		facility on St. Thomas.		_ ^
- 1		Security for the storage and distribution facilities		×
- 4		on St Croix.		
- 1		Security for the storage and distribution facilities		×
- 4		on St Thomas.		_
N N		Moving and storage services for homeowner		×
- 1		goods	_	+
		Security for moving and storage services for		×
		homeowner goods		+
- 1		Postage		X
		Reproductions by internal or external means		
		Supplies: Consumable field supplies such as		
		personal protective equipment, gloves, glasses,		×
		boots, maintenance parts for tools and		1
		equipment, field office supplies, etc.		+-
		Drug Screening if performed		X
- 1		Radio / TV Advertisement, Pamphlets, etc.		X

	Exhibit 7: USVI Emergency Hom	At Cost	With Mark up	
3	Call Center to Register Homeowners			
		Call center specialiized equipment.		X
4	Inspections			
5	Data & Document Collection			
6	Auditing of Contractor Documentation			
7	Outreach			
8	Quality Assurance & Quality Control			
9	Reporting			
10	Contract Monitoring & Administration			1

Case: 1:19-cv-00025-WAL-RM Document #: 165-16 Filed: 02/28/23 Page 50 of 75

# **Exhibit 8 Owner Furnished Materials**

Owner shall furnish all materials for roof scope not withstanding materials immediately available.



3814 CROWN BAY ST. THOMAS USVI 00802 PHONE: (340) 776-8800 FAX: (340) 774-3170 www.msivi.com

THE REPORT OF THE PARTY OF THE PROPERTY OF THE PARTY OF T

SOLD TO
CASH SALE ST THOMAS

ST THOMAS, VI

### NTERIORS

3814 CROWN BAY ST. THOMAS USVI 00802 PHONE (340) 775-1655 FAX (340) 775-3309 www.interiorsvi.com

> SHIP TO ROOF PROGRAM TOP COAT ROOF QUOTE

ACCOUNT #	QUOTE	#	TERMS	DATE ENTERED	SL SMN	EXPIRAT IONDATE
1	50036014		CASH	08/08/18	KDM	08/23/18
ORDERED		U/M	DESCRIPTION		PRICE	AMOUNT
			**** QUOTE ****			
5		EA	**** TOP COAT ROOF **** TOP COAT WHITE 5 GALLON 500 SF COVERAGE / 5 GAL TOPCOATS		CE	
3		EA	LN# : 12 FLASHING GRADE WHITE 1 GALLOI 125' LF / 1 GALLON COVERAGE FLASHINGGRADE LN# : 22	Ŋ		
3	4.01	RO	FLASHING TAPE 6" 300 FT ROLL 6" X 300' COVERAGE / ROLL FLASHINGTAPE LN# : 32			
August 8.	. 2018 11:29	: 24	OT: KDM		MERCHANDI &	
* Q(	4 * * * * * * * * * * * * * * * * * * *		SHIP VA		OTHER	
***;	****		PAGE 1 OF 1 1 10			
					FREIGHT	
					TOTAL	



3814 CROWN BAY ST. THOMAS USVI 00802 PHONE: (340) 776-8800 FAX: (340) 774-3170 www.msivl.com

SOLD TO
CASH SALE ST THOMAS

NTERIORS

3814 CROWN BAY ST. THOMAS USVI 00802 PHONE (340) 775-1655 FAX (340) 775-3309 www.interiorsvi.com

> SHIP TO ROOF PROGRAM ROOF FRAMING QUOTE

ST THOMAS, VI

ACCOUNT #	QUOTE #	TERMS	DATE ENTERED	SLSMN	EXPIRATION DATE
1	50036013	13 CASH 08/08/1		KDM	08/23/18
ORDERED	U/N	DESCRIPTI	ON	PRICE	AMOUNT
		**** QUOTE ****			
		**** ROOF FRAMING **** ** 28' X 36' PLAN **			
4.	I	A 3X6X18 #1 & BTR S4S 64E TRD 0.14 GC UCA-C 3X6X18T LN# : 10	PCS/BDL		
4	1	EA 3X6X14 #1 & BTR S4S 64I TRD 0.14 GC UCA-C 3X6X14T LN# : 20	PCS/BDL	6	
10	1	EA ROD THREADED GALV. 5/83 HDG 5/8X36THRG LN# : 30	(36"		
38		EA GALV NUT 5/8" H.D.G. 5/8NUT LN# : 40		<b>(EEE)</b>	
38		EA GALV WASHER 5/8" H.D.G 5/8WASHER LN# : 50	•		
2	1	EA ET-HP22-N EPOXY ADHESI 4-6 HOURS SET TIME 24 ET22 LN# : 60			
72	1	LS70Z SIMPSON SKEWABLE SKEWABLE ANGLES LS70Z LN# : 70	ANGLE		
August 8	, 2018 11:29:41	OT: KDM		MERCHANDI	SE
	****	SHIP YIA		OTHER	
_	UOTE =	PAGE 1 OF 3 1 10			-
				FREIGHT	**-
				TOTAL	



3814 CROWN BAY ST. THOMAS USVI 00802 PHONE: (340) 776-8800 FAX: (340) 774-3170 www.msivi.com

SOLD TO

CASH SALE ST THOMAS

ST THOMAS, VI

### INTERIORS

3814 CROWN BAY ST, THOMAS USVI 00802 PHONE (340) 775-1655 FAX (340) 775-3309 www.interiorsvi.com

SHIP TO

ROOF PROGRAM
ROOF FRAMING QUOTE

ACCOUNT #	QUOTE	#	TERMS	DATE ENTERED	SLSMN	EXPIRATION DAT
1	50036013		CASH	08/08/18	KDM	09/23 1
ORDERED		U/M	DESCRIPTI	מכ	PRICE	AMOUNT
36		EA	H11Z SIMPSON HURRICANE FOR USE WITH 3 BY LUMBE H11Z LN# : 80			
4		BX	N10D 11/2* SIMPSON GALV JOIST HANGER FASTENERS N10D5		() Comment	
38		EA	LN# : 90 3X8X16 #1 & BTR S4S 60PG TRD 0.14 GC UCA-C 3X8X16T	CS/BDL		
3		EA	LN# : 100 3X12X20 #1 & BTR S4S 501 TRD 0.14 GC UCA-C 3X12X20T LN# : 110	PCS/BDL		
108		EA	GALV MACHINE BOLT 1/2"X4 1/2X4MB LN# : 120	* A307 H.D.G.		
108		EA	GALV NUT 1/2" H.D.G. 1/2NUT LN# : 130			
108		EA	GALV WASHER 1/2" H.D.G. 1/2WASHER LN# : 140		(110)	
34				YWOOD	6	(6)
3		,	#10X3*SS LOBE DRIVE DECK	SCREW	Caused	
ugust 8.	2018 11:29:	41	OT: KDM	<b>*</b>	MERCHANDISE	
* QUO	TE +		PAGE 2 OF 3		OTHER	-
			1 10		FREIGHT	1



### NTERIORS

3814 CROWN BAY ST. THOMAS USVI 00802 PHONE: (340) 776-8800 FAX: (340) 774-3170 www.msivi.com 3814 CROWN BAY ST. THOMAS USVI 00802 PHONE (340) 775-1655 FAX (340) 775-3309 www.interiorsvi.com

SOLD TO CASH SALE ST THOMAS SHP TO ROOF PROGRAM ROOF FRAMING QUOTE

ST THOMAS, VI

ACCOUNT #	QUOTE	#	TERMS	DATE ENTERED	SLSMN	EXPIRATION DATE
1	50036013		CASH	08/08/18	KDM.	08/23/18
ORDERED		U/M	DESCRIPTION		PRICE	AMOUNT
3		EA	5LB/340 PCS TORX NOT PO 3SSTX5 LN# : 160 2X10X20 #1 PRIME S4S 80 TRD 0.05 AG UCA-C 2X10X20T LN# : 170		(	
3		EA	2X8X20 #1 PRIME S4S 96P TRD 0.05 AG UCA-C 2X8X20T LN#: 180	CS/BDL		
2		EA	2X8X14 #1 PRIME S4S 96P TRD 0.05 AG UCA-C 2X8X14T LN# : 190	CS/BDL		
2		EA	2X8X16 #1 PRIME S4S 96F TRD 0.05 AG UCA-C 2X8X16T LN# : 200	CS/BDL		
5.70	8, 2018 11:2	29:41	OT : KDM		MERCHANDISE	
•	QUOTE *		PAGE 3 OF 3 1 10			
					FREIGHT	
					TOTAL	



3814 CROWN BAY ST. THOMAS USVI 00802 PHONE: (340) 776-8800 FAX: (340) 774-3170 www.msivi.com

SOLD TO
CASH SALE ST THOMAS

ST THOMAS, VI

### INTERIORS

3814 CROWN BAY ST. THOMAS USVI 00802 PHONE (340) 775-1655 FAX (340) 775-3309 www.interiorsvi.com

> SHIP TO ROOF PROGRAM METAL ROOF QUOTE

ACCOUNT #	QUOTE#	TERMS	DATE ENTERED	SLSMN	EXPIRATION DAT
1	50036012	CASH	08/08/18	KDM	08/23/18
ORDERED	U	/M DESCRIP	TION	PRICE	AMOUNT
		**** QUOTE ****			
7		**** METAL ROOF **** RL ICE&WATER SHIELD EMBOS TOUGHGUARD 200 SQFT (3		(	
2		LN# : 10 EA 2X6X14 #1 PRIME S4S 12 TRD 0.05 AG UCA-C 2X6X14T LN# : 20			
2		NOT RECOMMENDED FOR DE EA 2X6X16 #1 PRIME S4S 12 TRD 0.05 AG UCA-C 2X6X16T LN# : 30 NOT RECOMMENDED FOR DE	8PCS/BDL		
8		EA 2X6X18 #1 PRIME S4S 12 TRD 0.05 AG UCA-C 2X6X18T LN# : 40 NOT RECOMMENDED FOR DE	8PCS/BDL		
10		EA 2X4X20 #1 PRIME S4S 19 TRD 0.05 AG UCA-C 2X4X20T1 LN# : 50			
10		EA 2X4X16 #1 PRIME S4S 20 TRD 0.05 AG UCA-C 2X4X16T1 LN# : 60	8 PCS/BDL		
August 8,	2018 11:29:58	OT: KDM		MERCHANDISE	
	***** OTE *	SHIP VIA		OTHER	T <sub>1</sub>
m, -	****	PAGE 1 OF 3 1 10			
				FREIGHT	
				TOTAL	4



3814 CROWN BAY ST. THOMAS USVI 00802 PHONE: (340) 776-8800 FAX: (340) 774-3170 www.mslvl.com

SOLD TO

CASH SALE ST THOMAS

INTERIORS

3814 CROWN BAY ST. THOMAS USVI 00802 PHONE (340) 775-1655 FAX (340) 775-3309 www.interiorsvi.com

> SHIP TO ROOF PROGRAM METAL ROOF QUOTE

ST THOMAS, VI

ACCOUNT #	QUOTE #	TERMS	DATE ENTERED	SLSMN	EXPIRATION DATE
1	50036012	CASH	08/08/18	KDM	08/23/18
ORDERED	UM			PRICE	TAUOMA
1	X	R 4" STRONG DRIVE SDWS T BARRIER COATING HEAT TR 250/PK 4SDWS250 LN#: 70			
28	I	EA STYROFOAM 1 1/2" 4' X 8 11/254X8 LN# : 80			
30	1	A 14'8" UNPAINTED GALVALUME 26 14'8"GAR LN# : 90			
4		EA GALVALUME RIDGE CAP DOW DOMED STYLE UNPAINTED RC10D Ln#: 100	ED 10'		
6		EA GALVALOME RAKE TRIM 10' 4" X 4" RT10 LN# : 110			) (===
8		EA ROOF EDGE 2"X2.5"X.5"XI RE1.0PLAIN2.5 LN#: 120	0' PLAIN GALV		
4		EA WHITE ALUMINUM GUTTER S SAWG20 Ln# : 130	i≖X20 '		
2		EA 00131B WHITE ALUM.END ( AWECR	CAP RIGHT 5"	(France)	
2		EA 00130LB WHITE ALUM. END AWECL LN# : 150	CAP LEFT 5"		) (
August 8	3, 2018 11:29:58	OT: KDM		MERCHANOIS	E
	QUOTE 4	SHE" VIA	-	OTHER	***
# R	· · · · · · · · · · · · · · · · · · ·	PAGE 2 OF 3 1 10		FREIGHT	
				TOTAL	1.19 2.0



3814 CROWN BAY ST. THOMAS USVI 00802 PHONE: (340) 776-8800 FAX: (340) 774-3170 www.msivi.com

BUT THE THE PARTY OF THE PARTY AND THE

SOLD TO CASH SALE ST THOMAS

ST THOMAS, VI

### INTERIORS

3814 CROWN BAY ST. THOMAS USVI 00802 PHONE (340) 775-1655 FAX (340) 775-3309 www.interiorsvi.com

> SHIP TO ROOF PROGRAM METAL ROOF QUOTE

ACCOUNT #	QUOTE		TERMS	DATE ENTERED	SLSMN	EXPIRATION DATE
1	50036012		CASH	08/08/18	KDM	08/23/18
ORDERED		UM	DESCRIPTIO	ON .	PRICE	AMOUNT
28		EA	00213B WHITE ALUM. FASCI SUPPORT BRACKETS FOR 5° CLIPS BRACKETS AWFB	GUTTER		
3		BX	LN# : 160 #8X2" SS LOBE DRIVE DECK 1LB BX/128 PCS TORX 2SSTX1 LN# : 170	(SCREW	Constitution	
60		PK	#14X2-1/2" 3/8 HWH 25MM, PK/ 25 OR BG/ 100 21/2HWH17 LN# : 180	T-17 ZINC SOLD BY		
18		PK	#14X1" 3/8 HWH 25MM, T-1 SOLD BY PK/25 OR BG/100 1HWH17 LN# : 190	7 ZINC		
60		ST	RUBBER CLOSURE 36" C-PAN 160/BX 32BX/PLT 36"WX48" STAND CORR 2.67 X 7/8 36 CS3 LN# : 200	DX90"H		CONTRACTOR
7		RO	TAPE SEAL 3/32*X1/2*X45' TS50 LN# : 210			
August 8,	2018 11:29:	58	OT: KDM		MERCHANDISE	GENE
	***** OTE *		SHEP WA		OTHER	(112)
-	* * * * *		PAGE 3 OF 3 1 10			
			1 10		FREIGHT	
					TOTAL	ATTENDED TO

Case: 1:19-cv-00025-WAL-RM Document #: 165-16 Filed: 02/28/23 Page 58 of 75

# **Exhibit 9 Sample Engineering for Roof Replacements**

## V.I. H.F. A. - STEP PERMANENT ROOFING PROGRAM

Client: Mary Sue

Application # 2004567

999 Estate Mon Bijou St. Croix U.S.V.I.

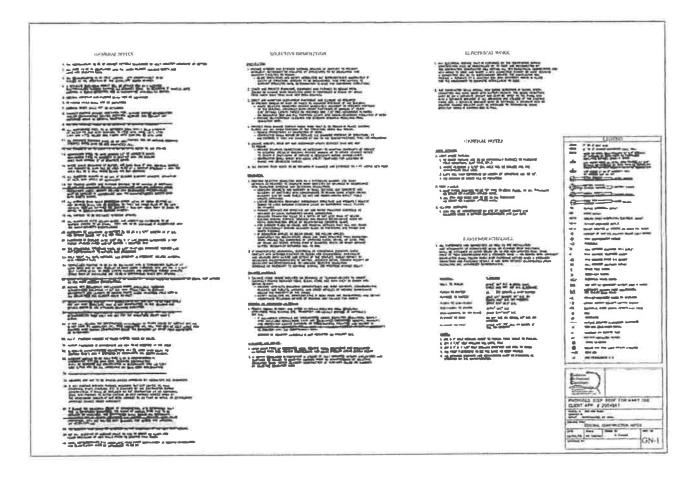
PLYWOOD/LIQUID MEMBRANE - GABLE ROOF

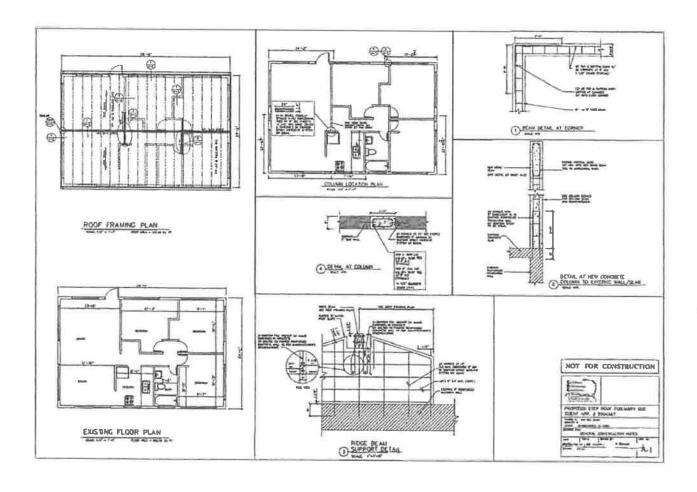
The state of the s

V.I.H.F.A.
Proposed Permanent New Rooting
Client: John Doe -App.# 2003456



NOT FOR CONSTRUCTION





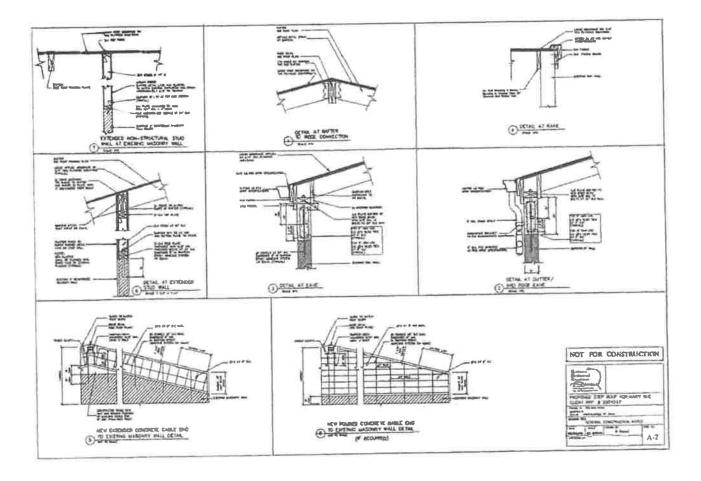


Exhibit 10
Roof Hardening SOW

Description	Specification	Critarių
1) Roof Hardening Inspection	inspection, construction assimate, bill of materials and solume of construction debris,	
2] Material Handling, STX	Material handling cost to get materiah, tabor and tools to the home on the respective filand.	Priding based on area of home facilities.
3) Material Handling, STT	Material handling cost to get materials, labor and tools to the home on the respective (Mand.	Pricing based on area of home footprint.
at Material Hancing, 511	Material handling cost to get materiast, labor and look to the home on the respective siland.	Pricing based on area of home footprint.
5) Roal Demolition	includes removal of C& D material to cash. Material is to be segregated into timber, phywood (with and without membrane) and metal sheeting. Loose material must be secured from blowing by baseing. Timbers are to be cut into 10th lengths and less than 50ths.	During estimate subcontractor to provide estimated volume of debris in CV to be plaind at curb. Will be measured based on roof area.
5) Milenor Home Prolection	Place durable carribosed mak on floors, videveen or other membrane to protect interior floor and walls from water and construction damage, includes temporary lakework, visqueen, tarps, etc. to keep weatner from chiefing the home during construction. Includes interior scalifolding as prossably	Prior based on area of the home as calculated by the home droumlerence.
7) Scoffeed, a story home	Erect staffolding around the perimeter of home extension in accordance with industry jain dards.	Price based on surface area of exterior walks serviced by scalfold.
B) Scaffold, 2 story home	Erect scaffolding around the perimeter of home exterior in accordance with Industry standards.	Price based on surface area of exterior walls serviced by scalibid.
9) Scaffold over 2 story name	Free scalfolding around the perimeter of home extenor in accordance with industry star dards.	Price based on surface area of exterior walls serviced by scalfold
10) Demo Bond Beam	includes removal, disposal and cleanup of existing band beam, Drapose of material at the street for disposal by others.	Assumes semaval of bond beam only and no portion of the exterior wall
11/ matell Sond Brain	installation and anchoring of new bond beam, and dean-up.	Assumes a sound substrate for anthoring
12) Menibrane Roof Labox & Musc. Materials	Based on the final plans and specifications to be provided, but will be similar in conformation with the sample plans provided. The scope is for the roof only and from the bond beam lip.	See the clarifications and process below. Will be measured by roof area
13) Corrugated Roof Labor & Misc. Materials	Based on the final plans and specifications to be provided, but will be similar in conformance with the sample plans provided. The scope is for the roof only and from the bond beam up.	See the clarifications and process below. Will be measured by roof area.

- Clarifications:

  Clarif

- Process:

- In general the process is as follows:

  | Homes will be assigned based on performance and capacity toperform
  | Homes will be assigned based on performance and capacity toperform
  | After receipt of plans and the ISV you will create an estimate. The estimate for the roof will be based on the plans and proposed roof UpAs. In addition to the new roof unit price assembles contractor will
- 2. Price other items shown on the plans below the bond hears. This will typically be done as a change order based on the current unit price assembles (UPA). The constructor will be paid for all work currently manipleted and work to becompleted.

  b. Price any other STEP items

  c. Price the scaffold and protection of the home in accordance with during construction UPA item No. 8 to 31.
- And the equipment costs.

  Frontier to average a variety to the forme.

  Frontier a variety, total fung sum pame for the frome.

  Frontier dient ability of the material for the material for the new roof assembly being provided by chent. These materials may be grouped for loading and picked up at a client warehouse.

- 3) The waiver will be submitted to FEMA.

  a. In the event TMA denies the waiver for the roof, contractor will be paid the ISV and normal STEP items.

  4) Once the waiver is accepted and Notice to Proceed is given the nome will be completed as a item sum price unless.

- There is a significant change in conditions or classifications
   The homopowner reluces an item, such as a cabinet or flems Contained within the scope of work.

c. The FSV will be to determine were the items installed to the specification Motorials client will provide:

JODE SUICONÉ ROOS COATING, HSF CERTIFIED, SGL/PL SUICONÉ ROOS PATCH FLÁSHINGTAPE, 6"X300"

Exhibit 11
VIHFA Joint Rules and
Regulations

### JOINT RULES AND REGULATIONS

## VIRGIN ISLANDS AFFORDABLE HOUSING PROGRAM TITLE 29, CHAPTER 16, SECTIONS 930, et seq.

APPRÖVED:

lay of June

JOHN P, DE JONGH, JI GOVERNOR

DEBRA E. GOTTLIEB CHAIRPERSON

VIHFA BOARD OF DIRECTORS

ADRIENNE L) WILLIAMS EXECUTIVE DIRECTOR VIRGIN ISLANDS HOUSING

2014

VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

Except as expressly provided herein, these Joint Rules and Regulations pertain to the acquisition, construction, rehabilitation, financing and tax incentives available for the production of affordable rental and owner-occupied housing under the Government's Low and Moderate Income Affordable Housing Program.

### SECTION I.

CHAPTER 16. LOW AND MODERATE INCOME AFFORDABLE HOUSING PROGRAM

Article 1: General

### Section

29 VIC §940(b)(7)-100. Authority and Purpose 29 VIC §940(b)(7)-101. Definitions 29 VIC §940(b)(7)-102. Delegation

Article 2: Affordable Housing Financing; Construction and Mortgage Loans; Housing Development Plans and Agreements

#### Section

29 VIC §940(b)(7)-200. 29 VIC §940(b)(7)-201.	Qualification of Applicant for Affordable Housing Development Criteria for Affordable Housing Development under the Program
29 VIC §940(b)(7)-201.	Construction Standards, Access for Physically Disabled
29 VIC §940(b)(7)-203.	Non-housing Facilities
29 VIC \$940(b)(7)-204.	Bond financing to Applicants of Affordable Housing; Terms and
	Conditions of Loans and Advances
29 VIC §940(b)(7)-205.	Loan Interest Rate Limitations
29 VIC §940(b)(7)-206.	Construction Progress Payment Disbursements
29 VIC §940(b)(7)-207.	Affordable Housing Development Plans; Application Procedure;
	Preferences
29 VIC §940(b)(7)-208.	Affordable Housing Development Agreements
29 VIC §940(b)(7)-209.	Coordination between Government Agencies
29 VIC §940(b)(7)-210.	Administration of Housing Trust Fund
29 VIC §940(b)(7)-211.	Limitations on Sale or Rental of Affordable Housing Units

### Article 3: Equal Opportunity; Participation of Project Area Residents, Small Business, and Minorities

Section	
29 VIC §940(b)(7)-300.	Equal Employment and Business Opportunity
29 VIC §940(b)(7)-301.	Employment of Project Area Residents and Contractors
29 VIC §940(b)(7)-302.	Equal Housing Opportunity
29 VIC §940(b)(7)-303.	Affirmative Marketing Program

Page 2 of 44

Article 4: **Construction Contract Review** 

Section

29 VIC §940(b)(7)-400.

Procedure

29 VIC §940(b)(7)-401.

**Employment of Apprentices** 

Article 5: Rental Housing Standards and Procedures

Section

29 VIC §940(b)(7)-500.

Selection of Tenants

29 VIC §940(b)(7)-501.

Leases

Article 6: Homeownership Programs: Standards and Procedures

Section

29 VIC §940(b)(7)-600.

Homeownership Programs; Consistency with Agency "Home

Mortgage Program"

29 VIC §940(b)(7)-601.

Agency Loans for Affordable Housing Development

29 VIC §940(b)(7)-602.

Sale of Owner-Occupied Housing Units

29 VIC §940(b)(7)-603.

Compliance with Applicable Law

#### Article 7: Legislative Approval of Affordable Housing Developments

Section

29 VIC §940(b)(7)-700.

Approval of Affordable Housing Plans

29 VIC §940(b)(7)-701.

Contents of Affordable Housing Plans

29 VIC §940(b)(7)-702.

Modification; Supplemental Affordable Housing Plans

29 VIC §940(b)(7)-703.

Register

#### Article 8: Tax Incentives

Section

29 VIC §940(b)(7)-800.

Applicability of Rules under the Industrial Development Program

29 VIC §940(b)(7)-801.

Certificate of Compliance by Applicant

29 VIC §940(b)(7)-802.

Issuance of Certificate of Tax Exemption

29 VIC §940(b)(7)-803.

Tax Exemptions

29 VIC §940(b)(7)-804. 29 VIC §940(b)(7)-805. Gross Receipts Tax Exemption

Excise Tax Exemption

29 VIC §940(b)(7)-806. 29 VIC §940(b)(7)-807.

**Custom Duties Reduction** 

Reduction of Income Taxes

29 VIC §940(b)(7)-808.

Regular Reports by Applicants and Beneficiaries

29 VIC §940(b)(7)-809.

Reports by Beneficiaries of change in Ownership Stock

Page 3 of 44

29 VIC §940(b)(7)-810.

Grounds for Revocation, Suspension or Modification of

Certificates

29 VIC §940(b)(7)-811.

Investigation and Proceedings

Article 9: Separability

Section II.

29 VIC §940(b)(7)-900.

Separability

### APPENDIXES

1. Affordable Housing Development Agreement Form

2. Certificate of Compliance of Applicant

3. Certificate of Tax Exemption - Applicant

4. Certificate of Tax Exemption - Beneficiary

Page 4 of 44

SECTION I.

#### Article 1: General

29 VIC §940(b)(7)-100. Authority and Purpose

This chapter is adopted pursuant to the Low and Moderate Income Affordable Housing Act of 1990 (the "Act") in order to implement the Government's "Affordable Housing Program" as provided for in said Act. These rules and regulations are intended to implement the affordable housing development provisions of the Act, which contemplate the financing and/or the development of affordable housing in the United States Virgin Islands by the Government acting through the Public Finance Authority (the "Authority"), and the Housing Finance Authority (the "Agency") in partnership with the private sector, including private developers, contractors, financial institutions and others.

### 29 VIC §940(b)(7)--101. Definitions

- (a) "Act" means The Low and Moderate Income Affordable Housing Act of 1990 (Act No. 5523, adopted March 19, 1990), as amended by Act. Act No. 5978, adopted April 14, 1994, and as it may hereafter be amended.
- (b) "Affordable Housing Development Agreement" shall have that meaning provided at Section 932 (d) of Title 29 of the Virgin Islands Code, as amended.
- (c) "Affordable Housing Development Plan" shall have that meaning provided at Section 932(e) of Title 29 of the Virgin Islands Code, as amended.
- (d) "Affordable Housing Plan" shall have that meaning provided at Section 103a of Title 21 of the Virgin Islands Code, as amended.
  - (e) "Affordable housing units" means:
- (1) With respect to living accommodations, a dwelling unit for which a household pays, with regard to a unit for sale, not more than the "applicable percentage" of gross income for mortgage payments, property taxes, insurance and homeowners' association fee, if any, with regard to a rental unit, not more than the "applicable percentage" of gross income for all shelter costs including utilities. The "applicable percentage" for purposes of this definition may be established by the Authority in a manner consistent with the various Federal housing programs designed to assist low- and moderate-income households. To be occupied by very low-income persons, such unit shall be deemed to be affordable if the monthly rent (including property taxes and insurance), does not exceed thirty percent (30%) of that amount which represents eighty percent (80%) of the median adjusted gross annual income for households within the area, divided by 12.

Page 5 of 44

- (2) With respect to a dwelling unit to be occupied by very low-income persons, such unit shall be deemed to be affordable if the monthly rent (including utilities), or monthly mortgage payment for such unit (including taxes and insurance), does not exceed thirty percent (30%) of that amount which represents two hundred fifty percent (250%) of the median adjusted gross annual income for households within the area, divided by 12.
- (3) With respect to a dwelling unit to be occupied by moderate-income persons, such unit shall be deemed to be affordable if the monthly rent (including utilities), or monthly mortgage payment for such unit (including taxes and insurance), does not exceed thirty percent (30%) of that amount which represents one hundred forty percent (140%) of the median adjusted gross annual income for households within the area, divided by 12.
- (4) For purposes of paragraphs (b)-(1), (2) and (3), the applicable median area income for zero bedroom (studio) units shall be the median area income for one person, for one bedroom units it shall be the median area income for the two-person family, for two-bedroom units it shall be the median area income for a four-person family, and for three-bedroom units it shall be the median area income for a six-person family.
- (5) For purposes of paragraphs (b)-(1), (2) and (3), if tenants are required to pay for their own utilities, and allowance for eligible utilities other than telephone and cable television shall be the same as that used by the Virgin Islands Housing Authority for Section 8 existing certificate holders under the Section 8 Housing Program in determining the utility allowance and shall be deducted from affordable rent to determine the actual rent to be charged to the tenants.
- (6) For purposes of paragraphs (b)-(1), (2), (3) and (4), the applicable percentage of median area income and the applicable median area income may be decreased if necessary to comply with any applicable federal housing law or regulation with respect to the production or occupancy of affordable housing.
  - (f) "Agency" means the Virgin Islands Housing Finance Authority.
- (g) "Applicant" shall have that meaning provided at Section 932 (f) of Title 29 of the Virgin Islands Code. Applicant means any person, firm, partnership, association, joint venture or corporation, or any other entity or combination of entities who at any time after March 19, 1990, submits to the Authority, the Legislature and the Zoning Administrator, pursuant to Title 29, Chapter 3, Section 232a, Virgin Islands Code, an Affordable Housing Development Plan and Agreement. An Applicant shall construct, acquire or rehabilitate an affordable housing development under the Program.
- (h) "Authority" means the Virgin Islands Public Finance Authority of the Virgin Islands.

Page 6 of 44

- (i) "Beneficiary" means an Applicant and any person who has been certified by an Applicant as providing labor, material or supplies as a contractor or subcontractor, or as a supplier or vendor of construction supplies and materials for use in affordable housing developments to be constructed, rehabilitated or improved pursuant to an Affordable Housing Development Agreement pursuant to which the Applicant has been issued Certificate by the Agency.
- (j) "Benefits" means the tax exemptions described in Title 29 V.I.C., Chapter 12, Section 713e, in Section II of the Act, and Article 8 of these regulations. Benefits are provided to an Applicant and Beneficiaries upon issuance by the Agency of a Certificate to such Applicant and each Beneficiary in connection with the construction, rehabilitation or improvement of a housing development under an Affordable Housing Development Agreement.
  - (k) "Board" means the Board of Directors of the Agency.
  - (I) "C.F.R." means the United States Code of Federal Regulations.
- (m) "Certificate" means the Certificate of Tax Exemption required by Section 713e of Title 29 of the Virgin Islands Code and issued by the Agency to Applicants and Beneficiaries under the provisions of Article 8 of these Rules and Regulations.
- (n) "Governor" means the Governor of the United States Virgin Islands, or his or her designee.
- (o) "Home Mortgage Program" means the Agency's program for providing mortgage loans to eligible persons and families pursuant to Title 21, Chapter 2, Virgin Islands Code, as amended.
- (p) "Housing development" means a project comprised of affordable housing units to be constructed, rehabilitated or improved pursuant to an Affordable Housing Development Agreement, and may include such non-housing facilities as are approved by the Agency, as appropriate.
- (q) "Housing Production Facilities" shall have that meaning provided at Section 932(i) of Title 29 of the Virgin Islands Code.
- (r) "Housing Trust Fund" means the fund by that name established pursuant to Title 33 Chapter 111 Section 3074 Virgin Islands Code, maintained by the Commissioner of Finance and administered at the direction of the Authority for the exclusive benefit of persons and households of low- and moderate-income within the meaning of the Act and these regulations. Upon the recommendation of the Authority and with the concurrence of the Governor the Legislature shall authorize to be appropriated and deposited in the Housing Trust Fund each year, sums from the Treasury of the United States Virgin Islands to facilitate the construction

Page 7 of 44

financing of housing units for low- and moderate-income residents of the Territory. Except as provided for the establishment and administration of the Housing Trust Fund and the administration of affordable housing permits, monies shall be disbursed from the Housing Trust Fund by the Commissioner of Finance, upon authorization of the Authority exclusively to finance or facilitate financing of the construction or rehabilitation of housing units for low and moderate residents of the Territory. No monies for programs or projects shall be disbursed from the Housing Trust Fund unless prior approval for such program or project is obtained from the Legislature of the Virgin Islands. The Housing Trust Fund shall consist of funds raised by issuance of bonds or other instruments for the financing of low- and moderate-income affordable housing; transfers of monies appropriated to the Agency by the Legislature for low, affordable, or moderate-income housing related projects and approved by the Director of Management and Budget, and such other amounts as may from time to time be appropriated by the Legislature for such purposes.

- (s) "HUD" means the United States Department of Housing and Urban Development, its successor or its designee.
  - (t) "Legislature" means the Legislature of the United States Virgin Islands.
- (u) "Median adjusted gross annual income for the area" or "median area income" shall have that meaning provided in the applicable rules and regulations of the HUD Section 8 assisted-housing programs and as provided in the Rules and Regulations of the Agency.
- (v) "Owner-occupied housing development" means a housing development consisting of dwelling units intended for sale to low- and moderate-income persons and families and shall not include rental housing or vacation homes.
- (w) "Person" means an individual, family, corporation, proprietorship, partnership, joint venture, association or any other entity.
  - (x) "Persons and families of low- or moderate-income" include any of the following:
- (1) A "very low-income person or family" is a person or family whose income does not exceed eighty percent (80%) of the median adjusted gross annual income for the area, as determine by HUD, with adjustments for smaller and larger families.
- (2) A "low-income person or family" is a person or family whose income does not exceed one hundred forty percent (140%) of the median adjusted gross annual income for the area, as determined by HUD with adjustments for smaller or larger families, except that income limits higher or lower than 140% percent may be established on the basis of Agency findings that such variations are necessary because of the prevailing levels of construction costs, unusually high or low incomes, or other factors or because of higher or lower requirements under any applicable federal housing law or regulation.

Page 8 of 44

- (3) A "moderate-income person or family" is a person or family whose income does not exceed two hundred fifty percent (250%) of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that income limits higher or lower than 250% may be established on the basis of Agency findings that such variations are necessary because of the prevailing levels of construction costs, unusually high or low incomes, or other factors or because of higher or lower requirements under any applicable federal housing law or regulation.
- (y) "Program" means the United States Virgin Islands Affordable Housing Program established pursuant to the Act and these rules and regulations.
- (aa) "Project Manager" means the person selected by the Governor to manage on behalf of the Authority, the day-to-day operation of the Affordable Housing Program.
- (bb) "Rental housing development" means a housing development intended for occupancy by tenants and which shall not include owner-occupied housing units.
- (cc) "Resident of the Virgin Islands" or "Resident" means (1) any United States citizen domiciled in the United States Virgin Islands or (2) the holder of an alien registration card and domiciled in the United States Virgin islands or (3) a corporation licensed to do business in the United States Virgin Islands.
- (dd) "Rules and Regulations of the Agency" means the unpublished rules and regulations of the Virgin Islands Housing Finance Authority adopted by the Board on February 13, 1992, amended on December 5, 2013, which rules and regulations govern the internal operation and administration of Agency programs, including the Home Mortgage Program.
- (ce) "Section 8 Housing Program" means the Section 8 Housing Program authorized pursuant to Section 8 of the United States Housing Act of 1937, as amended, and the regulations thereunder at 124 C.F.R., parts 880 through 884.
- (ff) "Section 8 assisted-housing development" means a housing development or that part of a housing development, containing units subject to an "Annual Contributions contract" as defined by 24 C.F.R. §883.202.

### 29 VIC §940(b)(7) 102. Delegation

Any act, duty, consent or approval required to be given by the Authority may be performed by the Agency, pursuant to any appropriate memorandum of understanding, agreement, resolution or other act of the Authority confirmed in writing, including but not limited to, the approval of loans, advances or grants under Article 2 hereof.

Page 9 of 44